



**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**REQUEST FOR PROPOSALS (RFP) # 25-04-005  
FOR  
CHILD TRAFFICKING TRAINING SERVICES**

**Prepared By  
County of Los Angeles**

**June 10, 2025**

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## APPENDICES

- A Sample Contract with Statement of Work (SOW):** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the proposal.
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D 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.

## 1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

<b>RFP Release Date</b>	6/10/2025
<b>RFP Contact</b>	Taylor Coleman <a href="mailto:HTTRFP@dcfs.lacounty.gov">HTTRFP@dcfs.lacounty.gov</a>
<b>Solicitation Requirements Review (SRR) Request Due</b>	6/17/2025 12:00 PM Pacific Standard Time (PST)
<b>Written Questions Due</b>	7/8/2025 12:00 PM PST
<b>Mandatory Virtual Proposer's Conference</b>	7/15/2025
<b>Questions and Answers Released via Addendum</b>	On or about July 21, 2025
<b>Proposals Due to:</b> <a href="mailto:HTTRFP@dcfs.lacounty.gov">HTTRFP@dcfs.lacounty.gov</a>	8/5/2025 12:00 PM, PST
<b>Anticipated Contract Term</b>	May 1, 2026 through April 30, 2027 with two optional one year extensions, effective May 1, 2027 to April 30, 2029.
<b>Minimum Mandatory Requirements (MMRs)</b>	<ol style="list-style-type: none"> <li>1. Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.</li> <li>2. Must be currently operating and have experience providing training on sex trafficking, labor trafficking, and labor trafficking by forced criminality in at least 5 out of the last 7 years.</li> <li>3. Must have a physical business office located within Los Angeles County at the time of contract execution. (Include the business address).</li> <li>4. The Prospective contractor must provide evaluation data that demonstrates successful training</li> </ol>

	<p>evaluation outcomes. (provide a data report showing actual outcome data that has already been collected and analyzed.</p> <ol style="list-style-type: none"> <li>5. The Prospective contractor has an established automated registration system that tracks in real time the number of registrants by discipline by training course, number of no-shows, number of attendees by type of training, listing of trainings provided by date, and training evaluation outcomes. (provide name of system/platform, along with the reports that the system/platform generates, without providing any identifying information of attendees)</li> <li>6. Must have attended the Mandatory Proposers' Conference identified in Paragraph 8.3 (Mandatory Virtual Proposer's Conference).</li> <li>7. 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 (6) 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.</li> <li>8. Proposer may not use subcontractor's experience to meet the Minimum Mandatory Requirements listed above.</li> </ol>
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## **2.0 INTRODUCTION**

- 2.1** The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization to develop and implement a County-wide training plan, which will provide trainings using previously developed curriculums, as well as develop new curriculum and trainings to help improve the safety and well-being of children and youth impacted by Child Trafficking. Trainings will be designed to enhance the ability and capacity of Los Angeles (LA) County departments, County partners, local agencies, stakeholders, foster care placement providers, and resource families to effectively engage and provide services, care and support to children and youth impacted by sex trafficking, labor trafficking and labor trafficking by forced criminality.

## **3.0 PURPOSE**

### **3.1 Statement of Work (SOW)**

Contractor will be expected to implement the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) of this RFP.

### **3.2 Sample Contract: County Terms and Conditions**

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

#### **3.2.1 Anticipated Contract Term**

The contract term is anticipated to be for a period of one year. The contract is anticipated to commence on May 1, 2026 through April 30, 2027 following Board of Supervisors' (Board) award.

There are two one year optional extensions, at the County's sole discretion, effective May 1, 2027 to April 30, 2029. Once approval is obtained from the Board, the DCFS Director or designee has the authority to execute the optional extensions.

#### **3.2.2 Contract Rates**

**3.2.2.1** The Contractor's rates will remain firm and fixed for the term of the contract and are referenced on Exhibit B (Pricing Sheet), of Appendix A (Sample Contract).

**3.2.2.2** The Maximum Annual Contract Amount will be \$333,333. The total Maximum Budget, if all optional extensions are exercised, is \$1,000,000, financed using 20 percent State Re-alignment funds, 20 percent Healthier Communities, Stronger Families, and Thriving Children county funds and 60 percent State Bill 794 funds.

### **3.2.2.3 Contract Awards**

The number of contracts to be awarded will be one. The County reserves the right to negotiate with any resulting top ranked agency.

### **3.2.3 Days of Operation**

The Contractor will be required to provide Child Trafficking Training Services Monday through Friday, 8:00 a.m. to 5:00 p.m., PST. The Contractor is not required to provide services on County-recognized holidays; however, will respond on an as-needed basis on weekends, holidays, and afterhours.

### **3.2.4 Indemnification and Insurance**

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Sample Contract). The Contractor must 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).

## **4.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) are invited to submit a proposal(s), provided the agency submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- 4.1** Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.
- 4.2** Must be currently operating and have experience providing training on sex trafficking, labor trafficking, and labor trafficking by forced criminality in at least 5 out of the last 7 years.
- 4.3** Must have a physical business office located within Los Angeles County at the time of contract execution. (Include the business address).
- 4.4** The Prospective contractor must provide evaluation data that demonstrates successful training evaluation outcomes. (provide a data report showing actual outcome data that has already been collected and analyzed).
- 4.5** The Prospective contractor has an established automated registration system that tracks in real time the number of registrants by discipline by training course, number of no-shows, number of attendees by type of training, listing of trainings provided by date, and training evaluation outcomes. (provide name of



system/platform, along with the reports that the system/platform generates, without providing any identifying information of attendees)

- 4.6** Must have attended the Mandatory Proposers' Conference identified in Paragraph 8.3 (Mandatory Virtual Proposer's Conference).
- 4.7** 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 (6) 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.
- 4.8** Proposer may not use subcontractor's experience to meet the Minimum Mandatory Requirements listed above.

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

### **5.1 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.

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

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board 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.

### **5.3 County's 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 will 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.

### **5.4 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 will 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 will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **5.5 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.

## **6.0 NOTIFICATION TO PROPOSERS**

### **6.1 Public Records Act**

**6.1.1** Responses to this solicitation will 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) the Department receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) the Department 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".

**6.1.2** The County will 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 will 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.

- 6.1.3** 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.

## **6.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to:

Department of Children and Family Services  
Contracts Administration Division  
**Attention:** Taylor Coleman, Contract Analyst  
**Email Address:** [HTTRFP@dcfs.lacounty.gov](mailto:HTTRFP@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.

Proposers are encouraged to monitor the DCFS website at:  
<http://contracts.dcfs.lacounty.gov>

The Los Angeles County website is:  
<https://camisvr.co.la.ca.us/lacobids>

Prospective proposers assume all risks relying on information retrieved from unaffiliated (not posted by the County of Los Angeles) third-party websites as the information may be incomplete and inaccurate.

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

Prior to a contract award, all potential Contractors must register in the County's WebVen. 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/>

## **6.4 Protest Policy Review Process**

- 6.4.1** 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 6.4.3 (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 Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

- 6.4.2** 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.

**6.4.3 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:

- 6.4.3.1** Solicitation Requirements Review (referenced in Paragraph 10.1)
- 6.4.3.2** Disqualification Review (referenced in Paragraph 10.2)
- 6.4.3.3** Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)
- 6.4.3.4** County Independent Review (referenced in Paragraph 10.4)

**6.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

**6.6 Determination of Proposer Responsibility**

- 6.6.1** 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.
- 6.6.2** 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 must not be the basis of a determination that the Proposer is not responsible.

**6.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, 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.

**6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will 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.

**6.6.5** If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer will reside with the Board.

**6.6.6** These terms will also apply to proposed Subcontractors of Proposers on County contracts.

## **6.7 Proposer Debarment**

**6.7.1** 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 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. These terms will also apply to proposed Subcontractors of Proposers on County contracts.

- 6.7.2** A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **6.8 Improper Considerations**

### **6.8.1 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 must 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.

### **6.8.2 Notification to County**

A Proposer must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544 6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **6.8.3 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.

## **6.9 County Lobbyist Ordinance**

The County 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.

## **6.10 Consideration of GAIN/START Participants for Employment**

**6.10.1** As a threshold requirement for consideration for contract award, Proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**6.10.2** Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

## **6.11 Jury Service Program**

**6.11.1** 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 review 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.

**6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 Exhibit 2 (Certification of Compliance) of Appendix B (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.

## **6.12 Pending Acquisitions/Mergers by Proposing Company**

The Proposer must 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 must be provided by the Proposer in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

## **6.13 Charitable Contributions Compliance**

**6.13.1** 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 D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

**6.13.2** All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.



- 6.13.3** Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) 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](#)).

#### **6.14 Defaulted Property Tax Reduction Program**

- 6.14.1** 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 reference 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 Property Tax Deduction 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.
- 6.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (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-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).
- 6.14.3** Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

#### **6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking**

- 6.15.1** On October 4, 2016, the County 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.
- 6.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 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.

**6.16 Intentionally Omitted**

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

**6.17.1** 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 must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**6.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must 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.

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

**6.17.4** 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), will decide whether to approve exemption requests.

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

**6.18.1** On May 29, 2018, the County 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](#).

**6.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Contract. Further, Contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

**6.19 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County

solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

## **6.20 Community Business Enterprise (CBE) Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Proposer must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## **6.21 Contribution and Agent Declaration**

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of

Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

## **6.22 Intentionally Omitted**

## **7.0 COUNTY'S PREFERENCE PROGRAMS**

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

- 7.1.1** The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board 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.
- 7.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.
- 7.1.3** In no case will 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.
- 7.1.4** 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.

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

- 7.2.1** The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for

solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).

**7.2.2** The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**7.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their proposal.

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

**7.3.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

**7.3.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**7.3.3** Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their proposal.

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

**7.4.1** The County will apply the DVBE 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](#).

**7.4.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**7.4.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their DVBE certification approval letter from the DCBA with their proposal.

### **7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program**

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved,

undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## **8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION**

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

### **8.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Department's sole judgment and their judgment will be final. All proposals must 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.

### **8.2 Proposers' Questions**

**8.2.1** Proposers may submit written questions regarding this RFP by e-mail to: Taylor Coleman, Contract Analyst at [HTTRFP@dcfs.lacounty.gov](mailto:HTTRFP@dcfs.lacounty.gov). All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

### **8.3 Mandatory Proposers' Conference**

**8.3.1** A Mandatory Virtual Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential Proposers. If mandatory, all potential Proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

July 15, 2025  
9:00 AM to 12:00 PM PST  
Microsoft Teams Platform

The detailed information regarding the Proposer's Conference will be posted on the following DCFS and County sites on or about



June 10, 2025: <https://contracts.dcfs.lacounty.gov/> and <https://procurement.lacounty.gov/open-bids/>.

- 8.3.2** Proposer's Conference Proposers will be required to sign in with their first and last name and the name of the agency that they're representing in the chat box of the Microsoft TEAMS platform at the beginning of the conference to confirm attendance. The chat box feature is not available if participants call in.

#### **8.4 Preparation of the Proposal**

One proposal must be submitted consisting of - a Business Proposal and a Cost Proposal, via electronic mail (e-mail) to: [HTTRFP@dcfs.lacounty.gov](mailto:HTTRFP@dcfs.lacounty.gov) by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). 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.

#### **8.5 Business Proposal Requirements and Evaluation Criteria (70% - 7,000 Maximum Points)**

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

##### **Business Proposal Format:**

##### **8.5.1 Table of Contents**

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

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

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

##### **8.5.3 Proposer's Qualifications (Section B) (20% - 2,000 Maximum Points)**

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 this paragraph.

##### **8.5.3.1 Proposer's Background and Experience (Section B.1) (10% - 1,000 Maximum Points)**

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability

to perform the required services as a corporation or other entity.

Additionally, Proposer must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 7 (List of Public Entities), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal. Proposer may use additional sheets, if necessary.

**8.5.3.2 Proposer's List of References (Section B.2)(4% - 400 Maximum Points)**

Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 8 (List of References). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category.

Proposer must provide four references where the same or similar scope of services was provided. Proposers submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

Proposer may provide two alternate references in the event that a reference is non-responsive. Proposer's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal.

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate.

County will email the references listing in Exhibit 8, Proposer's List of References, within 5-10 business days after the proposal submission deadline. Three (3) attempts will be made to reach a Proposer's references during the business hours of Monday through Friday, from 8:00 am to 5:00 pm.



- 1) The first attempt will be an email with a due date to respond.
- 2) The second attempt will be a second email reminding the reference contact.
- 3) The third attempt will be a phone call to the reference contact letting them know that two (2) emails were sent from the caller.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- 1) References fail to substantiate Proposer's description of the services provided; or
- 2) References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) 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.

#### **8.5.3.3 Proposer's Debarment History and List of Terminated Contracts**

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

#### **8.5.3.4 Proposer's Financial Capability (Section B.3) (6% - 600 Maximum Points)**

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior two fiscal years financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

#### **8.5.3.5 Proposer's Pending Litigation and Judgments (Section B.4) (Possible Point Deductions up to 600 Points)**

The County will conduct a review of Proposer's pending litigation and judgments. Proposer must 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. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

#### **8.5.4 Proposer's Approach to Providing Required Services (Section C) (45% - 4,500 Maximum Points)**

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this paragraph.

Proposer must 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 requirements outlined in Exhibit A (SOW and Attachments).

Proposer's responding to this RFP must address all the outlined required elements and include the following:

- 8.5.4.1** The proposer must describe how they will coordinate the County Human Trafficking Trainings throughout the Los Angeles County, as indicated in the SOW Section 10 sub-section 10.1.
- 8.5.4.2** The proposer must describe how they will ensure that diverse learning needs are met and accommodate diverse learning styles and needs and accessibility by offering various formats (in-person, online, hybrid) and locations to ensure accessibility for participants, as indicated in the SOW Section 10 sub-section 10.2.
- 8.5.4.3** The proposer must describe how they will schedule, create and maintain a calendar of all trainings, conferences, and events at least 90 days prior to the workshop conference, or event, as indicated in the SOW Section 10 sub-section 10.3.
- 8.5.4.4** The proposer must describe how they will conduct, facilitate, and/or subcontract up to 100 trainings per year, as indicated in the SOW Section 10 sub-section 10.4

- 8.5.4.5** The proposer must describe how they will facilitate Train-the-Trainer workshops as indicated in SOW Section 10 sub-section 10.5.
- 8.5.4.6** The proposer must describe how they will provide Continuing Education Units for all Contractor provided trainings attended by professional licensed staff, as indicated in SOW Section 10 sub-section 10.6.
- 8.5.4.7** The proposer must describe how they will reproduce digital, video, and/or print marketing and presentations materials in English and Spanish, as indicated in the SOW Section 10 sub-section 10.7.
- 8.5.4.8** The proposer must describe how they will provide automated solution to track training registrations, delivery of trainings, type of trainings, attendance by discipline data, and evaluation data, as indicated in the SOW Section 10 sub-section 10.9.
- 8.5.4.9** The proposer must describe how they will provide oversight and evaluation of the County-wide trainings to ensure quality and consistency of each training, as indicated in the SOW Section 10 sub-section 10.16.
- 8.5.4.10** The proposer must describe how they will provide victim-centered, trauma-informed, strengths-based, developmentally appropriate, culturally, linguistically and Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual (LGBTQIA2S+) interactions with the target audience, as indicated in the SOW Section 10 sub-section 10.18.
- 8.5.4.11** The proposer must describe how they will develop curriculums and implementation of trainings in collaboration with County and community partners, LEE, and other entities as directed by the CPM, as indicated in the SOW Section 10 sub-section 10.19.
- 8.5.4.12** The proposer must describe how they will develop an outreach plan to ensure that County social workers and other direct services providers are consistently aware of the training, as indicated in the SOW Section 10 sub-section 10.20.
- 8.5.4.13** The proposer must describe how they will coordinate the Human Trafficking Conference with DCFS to highlight progress, success, challenges, and solutions in addressing human trafficking, as indicated in the SOW Section 10 sub-section 10.22.

- 8.5.4.14** The proposer must describe how they will employ or sub-contract with an adequate number of qualified LEE Trainers with lived experience as victims of CSE and Labor Trafficking to co-facilitate various training; assist in development, coordination, and implementation of curriculums, trainings, materials, conferences, and events; as well as other duties outlined in the Contract, as indicated in the SOW Section 11 sub-section 11.1.
- 8.5.4.15** The proposer must describe how to create and implement a County-wide Child Trafficking Training Curriculum to enhance the capacity and ability of local agencies and service providers to effectively engage and serve children and youth impacted by commercial exploitation, as indicated in the SOW Section 11 sub-section 11.2.
- 8.5.4.16** The proposer must describe how they will improve the trainings' trainee's proficiency in child trafficking prevention and awareness, understanding the dynamics of child trafficking, engagement strategies and frameworks for providing services to exploited youth, as indicated in the SOW Section 11 sub-section 11.4.
- 8.5.4.17** The proposer must describe how they will align the curriculum with California's Continuum of Care Reform (CCR), California Department of Social Services (CDSS) and adhere with regulations for Community Care Licensing (CCL), as indicated in the SOW Section 11 sub-section 11.6.
- 8.5.4.18** The proposer must describe how they will develop and/or facilitate workshops, as indicated in the SOW Section 11 sub-section 11.10.
- 8.5.4.19** The proposer must describe how they will provide Bi-annual Training Reports with a summary of data for all activities completed, as indicated in the SOW Section 12 sub-section 12.2.

**8.5.5 Proposer's Quality Control Plan (Section D) (5% - 500 Maximum Points)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of this Contract are provided as specified. Evaluation of the QCP must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this paragraph.

Proposer must present a comprehensive QCP to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).

The following factors may be included in the QCP:

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

#### **8.5.6 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments (Section E)**

**8.5.6.1** It is the duty of every Proposer to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

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 Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).

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 Contract and the County's requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. 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.

**8.5.6.2** 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 Exhibit A (SOW and Attachments) of Appendix A (Sample Contract); and for each exception, the Proposer must 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.

**8.5.6.3** Indicate all exceptions to the Contract and/or the Statement of Work by providing a 'red-lined' Word 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 make changes to the Contract and its appendices and exhibits at its sole discretion.

#### **8.5.7 Business Proposal Required Forms and Corporate Documents (Section F)**

**8.5.7.1** Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

- |            |  |
|------------|--|
| Exhibit 1  | Organization Questionnaire/Affidavit               |
| Exhibit 2  | Certification of Compliance                        |
| Exhibit 3  | Request for Preference Consideration               |
| Exhibit 4  | Debarment History and List of Terminated Contracts |
| Exhibit 5  | Community Business Enterprise (CBE) Information    |
| Exhibit 6  | Minimum Mandatory Requirements                     |
| Exhibit 7  | List of Public Entities                            |
| Exhibit 8  | List of References                                 |
| Exhibit 9  | Contribution and Agent Declaration Form            |
| Exhibit 10 | Pricing Sheet                                      |
| Exhibit 11 | Line-Item Budget                                   |
| Exhibit 12 | Budget Narrative                                   |

**8.5.7.2 Corporate Documents**

**1) Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the proposal:

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

**2) 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.

**8.6 Cost Proposal Requirements and Evaluation (30% - 3,000 Maximum Amount of Points)**

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an obligation to engage in cost effective undertakings to achieve potential savings.

All proposers’ Cost Proposals will be evaluated by subject matter experts 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.

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

**8.6.1 Cover Page**

Cover Page must identify as the Cost Proposal and include the Proposal name: Child Trafficking Training Services – RFP No. 25-04-005; and the organization’s name (example: Child Trafficking Training Services – RFP #25-04-005, Organization Name).

**8.6.2 Cost Proposal Required Forms**

A total of \$1,000,000 is available for this three-year Contract, or approximately \$333,333 per year.

A sample Pricing Sheet is included as Exhibit B. Please review and submit adjustments based on your proposal. The pricing model for this solicitation is a mixture of hourly rates and cost reimbursement. All payments are made in arrears after the invoice and documentation is received. Any costs incurred to complete this project in excess of the total amount or costs that are not pre-approved shall be borne by the proposer.

**8.6.2.1** The Cost Proposal must include the following:

Exhibit 10 Pricing Sheet

Exhibit 11 Line-Item Budget

Exhibit 12 Budget Narrative

The Proposer must ensure that all forms are completed, signed, and dated.

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

However, should one or more of the Proposers request and be granted the preference, the cost component points will be determined as follows:

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.

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

**8.7 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.

**8.8 Proposal Submission**

Proposals must be submitted as follows:

**8.8.1** One (1) proposal must be submitted, consisting of a Business Proposal and a Cost Proposal, by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

**To:** [HTTRFP@dcfs.lacounty.gov](mailto:HTTRFP@dcfs.lacounty.gov)

**Subject:** Proposal for Child Trafficking Training – 25-04-005



- 8.8.2** Business Proposal – (Cover Page/Narrative, Required Forms, Exhibits 1 through 9 and Exhibits 13, Corporate Documents, two (2) years of Audited Financial Statements)
- 8.8.3** Cost Proposal – (Cover Page/Narrative, Exhibits 10, 11, and 12)
- 8.8.4** Each page must be clearly and consecutively numbered within each electronic file.
- 8.8.5** No hard copies delivered in person or facsimile (faxed) responses will be accepted. Multiple emails in Adobe Portable Document Format (PDF) form will be accepted. All proposal documentation must be attached, not linked.
- 8.8.6** Proposers must also include a redacted Business Proposal in searchable Adobe Portable Document Format (PDF), with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. With respect to this requirement, Proposer must submit one (1) electronic copy in searchable PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.
- 8.8.7** It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.
- 8.8.8** No hard copies delivered in person or facsimile (faxed) responses will be accepted. All proposal documentation must be attached, not linked.
- 8.8.9** Proposers must also include a redacted Business Proposal in searchable Adobe Portable Document Format (PDF), with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. With respect to this requirement, Proposer must submit one (1) electronic copy in searchable PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade

Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

**8.8.10** It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will 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 Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.

**8.8.11** All proposals will be firm offers and may not be withdrawn for a period of thirty (30) days following the last day to submit proposals.

## **9.0 SELECTION PROCESS OVERVIEW**

### **9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)**

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Failure of the Proposer to comply with the Minimum Mandatory 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.

### **9.2 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date outlined in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

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 in this RFP to select a prospective Contractor.

#### **Evaluation of Business and Cost Proposals**

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low.

#### **Determination of Highest-Overall Rated Proposer**

The County will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board 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.

The recommendation to award a contract will not bind the Board to award a contract to the prospective Contractor.

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.

## **10.0 PROTEST PROCESS OVERVIEW**

### **10.1 Solicitation Requirements Review**

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

- 10.1.1** The request is made within the time frame identified in the solicitation document;
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
  - 10.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - 10.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

### **10.2 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 will 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:

- 10.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 10.2.2** 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 must be completed, and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 6.6 (Determination of Proposer Responsibility).

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

#### **10.3.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department will 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 will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers will 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 Paragraph 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

### **10.3.2 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 Paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will 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:

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

**10.3.2.2** 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:

- 1)** The Department materially failed to follow procedures specified in its solicitation document. This includes:
  - Failure to correctly apply the standards for reviewing the proposal format requirements.
  - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
  - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2)** 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.
- 3)** A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4)** Another basis for review as provided by state or federal law; and

**10.3.2.3** The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the 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 will 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 will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Paragraph 10.4 (County Independent Review) below).

#### **10.4 County Independent Review**

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:

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 10.3.2 (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  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**(CONTRACTOR)**

**FOR**

**CHILD TRAFFICKING TRAINING SERVICES**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CHILD TRAFFICKING TRAINING SERVICES**

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DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CHILD TRAFFICKING TRAINING SERVICES**

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**STANDARD EXHIBITS**

- A** Statement of Work and Attachments
- B** Pricing Sheet
  - B-1** Sample Invoice
- C** Line-Item Budget and Budget Narrative
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
  - F1** Contractor Acknowledgement and Confidentiality Agreement
  - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
  - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

**UNIQUE EXHIBITS**

Forms Required at the Completion of The Contract Involving Intellectual Property Developed-Designed By Contractor

- H1** Individual's Assignment and Transfer of Copyright
- H2** Contractor's Assignment and Transfer of Copyright
- H3** Notary Statement for Assignment and Transfer of Copyright
- I** Charitable Contributions Certification
- J** Information Security and Privacy Requirements
- K** Auditor-Controller Contract Accounting and Administration Handbook

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
\_\_\_\_\_  
FOR  
CHILDREN TRAFFICKING TRAINING SERVICES**

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

**RECITALS**

WHEREAS, the County may contract with private/non-profit for Training Consultant Services when certain requirements are met; and

WHEREAS, the Contractor is a private/non-profit specializing in providing Training Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through K 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 will 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:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Sheet (Not attached to Contract)
Exhibit C	Line-Item Budget and Budget Narrative
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law

### Unique Exhibits:

Exhibit H	Forms Required at the Completion of the Contract Involving Intellectual Property Developed/Designed by Contractor
Exhibit I	Charitable Contributions Certification
Exhibit J	Information Security and Privacy Requirements
Exhibit K	Auditor-Controller Contract Accounting and Administration Handbook

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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

**2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.

**2.1.2 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.

- 2.1.3 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.
- 2.1.4 Contractor's Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Project 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.
- 2.1.7 County's Program Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project 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.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Children and Family Services which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department of Children and Family Services of his or her authorized designee.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 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.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will commence on May 1, 2026 through April 30, 2027 after County's Board approval and execution by the Director of DCFS or his designee or, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two additional one year periods, for a maximum total Contract term of three years. Each such extension option may be exercised at the sole discretion of the Board or Director or their designee as authorized by the Board.

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

- 4.3** The Contractor must notify Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).
- 4.4** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will 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 will stop work immediately upon receipt of such written stop work notice.
- 4.5** The Contractor must notify Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).



## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1** The parties agree that this is a firm-fixed price contract with a Maximum Annual Contract Amount of **\$333,333**, payable by County to Contractor for Child Trafficking Training under this Contract. Contractor will provide services at the rates identified in Exhibit B, Pricing Sheet.
- 5.1.2** Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget and Budget Narrative herein referred to as "Budget." The line items must 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 must deliver services in accordance with the Budget. In the event of a change in the Maximum Contract, or a reallocation of the Budget, or a material, change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager (CPM) for approval. County is only liable for Contractor expenditures made in accordance with Exhibit C, Line Item-Budget.
- 5.1.3** Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses must be reduced by applicable Contractor revenues, which are identified thereon. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered.
- 5.1.4** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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, must not occur except with the County's express prior written approval.

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

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the

Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

**5.5 Invoices and Payments**

**5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Exhibits) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

**5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Sheet). Contractor will 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 will be due to the Contractor for that work.

**5.5.3** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.4** All invoices under this Contract must be submitted in two copies to the following address:

County of Los Angeles  
Department of Children and Family Services  
510 S. Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020

Attention: Accounting Services, Contract Accounting Section

And a duplicate copy of the invoices must be emailed to:

County of Los Angeles  
Department of Children and Family Services  
Adela Estrada, County Program Manager:  
[ESTRAA@dcfs.lacounty.gov](mailto:ESTRAA@dcfs.lacounty.gov)  
cc: [densot@dcfs.lacounty.gov](mailto:densot@dcfs.lacounty.gov)

**5.5.5 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 will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.5.6** In compliance with the Internal Revenue Service (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 5.5.7** 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 CPM, or designee, must 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 must return to County any and all payments, which exceeds the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must 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.
- 5.5.8** Contractor will 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 exceeds the Maximum Annual Contract Sum for said Contract year.
- 5.5.9** 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.
- 5.5.10 Preference Program Enterprises - Prompt Payment Program**  
Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

- 5.5.11** Contractor, without prior approval of County, may reallocate up to a maximum of five percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line-item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the CPM.
- 5.5.12** The Contractor shall provide the County with monthly invoices for all services provided pursuant to this contract within 30 days of the last day of the month in which the services were rendered. These services shall not exceed the frequency or duration of services initially approved unless modified in writing by the CPM or designee.
- 5.5.13** Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.
- 5.5.14** 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.
- 5.5.15** 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 CPM, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said

payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS shall require a Corrective Action Plan in order to mitigate further errors in invoicing.

- 5.5.16** Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and the Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.
- 5.5.17** 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 report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.18** The CPM shall provide the Contractor with a final written report listing any deductions to be eliminated from the invoice, including specific services not rendered, the date of service, the amount of the deduction and the reason for the deduction.
- 5.5.19** County Approval of Invoices. All invoices submitted by the Contractor for payment must have written approval of the CPM 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.
- 5.5.20** The CPM (or designee) shall review the Contractor's invoice within 30 days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor shall be provided seven business days to provide any additional documentation to address the discrepancies.
- 5.5.21** Use of Donated Funds. Contractor shall not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The contractor shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB)

**5.6 Intentionally Omitted**

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

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the 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), will decide whether to approve exemption requests.

**6.0 ADMINISTRATION OF CONTRACT - COUNTY**

**6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

**6.2 County's Project Director**

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** 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, will 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**

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

- 6.3.1** Meeting with the Contractor's Program Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

### **6.4 County's Project Monitor**

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

### **6.5 County's Contract Analyst**

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

### **7.2 Contractor's Program Director**

**7.2.1** The Contractor's Program Director is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

**7.2.2** The Contractor's Program Director will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Program Manager and County's Project Monitor 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 will 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** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must 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.

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

**7.5.3** These terms will also apply to subcontractors of County contractors.

**7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **7.6 Confidentiality**

**7.6.1** Contractor must 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 must 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 Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Contractor, DCFS, and County's Board.
- 8.1.2** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by, DCFS and County's Board or the Director or designee.

- 8.1.3** The DCFS Director or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will 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 must be prepared and executed by the Contractor and by DCFS Director or designee.
- 8.1.4** 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:
- a) The Amendment must be in compliance with the applicable County, State and Federal regulations; and
  - b) The Board of Supervisors has appropriated sufficient funds in County's budget; and
  - c) The Amendment is for a decrease or an increase, of not more than ten percent (10%).

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1** The Contractor must 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** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

#### **8.5.1 Complaint Procedures**

- Within five business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five business days of receiving the complaint.

- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Program Manager within three business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, 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 must 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 Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.

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

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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. Additionally, Contractor certifies to the County:

**8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject

to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

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

## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

**8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

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

#### **8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

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

##### **8.12.2 Chapter 2.202 of the County Code**

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

##### **8.12.3 Non-responsible Contractor**

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

#### **8.12.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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.



- 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 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

### **8.13 Contractor's Acknowledgement 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

### **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 will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 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 will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than 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 must 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 the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such

documentation for all covered employees for the period prescribed by law.

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

## **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 subcontractors), 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 paragraph as "force majeure events").

- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In

such case, Contractor will not be liable 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 Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors 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 will 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 will be exclusively in the County.

## **8.22 Independent Contractor Status**

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will 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 will 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 will 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** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

The Contractor must 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 County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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**

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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 \$50,000, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Contracting Department Name, Division/Section  
Contracting Department Address  
Attention: Name and Title of Department Contact

- Contractor also must 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 must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors 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, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 will 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 must 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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten days in advance of cancellation for non-payment of premium and 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 will 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 must 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 Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must 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 will 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it will 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 must 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 must 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 \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must 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 Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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. The written notice must 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$ 2million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. 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 Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the

amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must 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 must be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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 certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - 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.
- 8.28.3** The Contractor must 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 must 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** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28

(Nondiscrimination and Affirmative Action) when so requested by the County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the 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 will, 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 will be construed as creating any exclusive arrangement with the Contractor. This Contract will 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 Notice of Disputes**

The Contractor must bring to the attention of the County's Program Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

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

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

The Contractor must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will 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, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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 the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.36.2** 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** The Contractor must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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 Project Director.

**8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

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

**8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record 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, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County’s option, the Contractor will pay the County for travel, per diem, and other costs incurred by the

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.38.2** 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 must 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 will 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 subparagraph will 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 must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will 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 will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with general accepted auditing standards. Within thirty (30) calendar days after issuance to DCFS.

**8.38.6** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board 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**

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Contract Section  
1933 S. Broadway 5th Fl. Los Angeles, CA 90007

Attention: Adela Estrada, County Program Manager

**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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 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 will 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 will 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 the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would 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 must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

**8.43 Termination for Default**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any

obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 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** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will 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**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will 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 will 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 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.50.2** For breach of this warranty, the County will 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 contract 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 Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will 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) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**8.53 Time Off for Voting**

The Contractor must notify its employees and must 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 days before every statewide election, every contractor and subcontractors must 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 will 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 paragraph will 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 Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.59 Injury and Illness Prevention Program**

Contractor will 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.

#### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

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

- 9.1.1** The Contractor must 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 will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.
- 9.1.2** 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, must 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.
- 9.1.3** The Contractor will 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.

### **9.2 Data Destruction**

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

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



the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must 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. Contractor(s) must provide County with written certification, within ten 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 indecipherable.

### **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 Exhibit I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

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

- 9.4.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.4.2** The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.4.3** The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.4.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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

- 9.5.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.5.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.5.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.5.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

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

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

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

**9.6.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

**9.6.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

**9.6.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

**9.6.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this

information prior to responding to a solicitation or accepting a contract award.

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

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

**9.8.2** Contractor will 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 will include:

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

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

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

#### **9.9 Contractor's Mandatory Orientation**

**9.9.1** Contractor will attend an annual mandatory orientation that will be provided with 30 days of the Contract Start.

#### **9.10 Contract Negotiations**

**9.10.1** Contractor will not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

#### **9.11 Employee Benefits and Taxes**

**9.11.1** Contractor will be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

- 9.11.2** County will 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.

## **9.12 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 will give consideration (after County employees, and GAIN/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor will notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services Division  
1933 South Broadway, 6<sup>th</sup> Floor, Los Angeles, CA 90007  
[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

- 9.12.1.1** 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).

- 9.12.1.2** Contractor is exempt from the provisions of this Section if it is a governmental entity.

## **9.13 Use of Funds**

- 9.13.1** Contractor's cost allocation plan will be developed in accordance with the principles included in OMB Title 2 of the CFR or any publication that supersedes the OMB circulars, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit K).
- 9.13.2** 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 will pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.
- 9.13.3** Any costs for services provided outside of the pre-approved hours in accordance with Exhibit A, Statement of Work, Scope of Work and the

Summary of Budget Guidelines will be deemed an in-kind contribution. In-kind contributions will be provided at the expense of the Contractor and are not reimbursable.

**9.13.3.1** Prior to the Contractor providing in-kind contributions, the Contractor will submit a written request to the CPM requesting written consent to provide in-kind contributions.

#### **9.14 State Energy Conservation Plan**

Contractor must 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 (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

#### **9.15 Conduct of Program**

Contractor will abide by all terms and conditions imposed and required by this Contract and will 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, will be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **9.16 Contract Accounting and Financial Reporting**

**9.16.1** 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 K, Auditor-Controller Contract Accounting and Administration Handbook.

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

#### **9.17 Funding Adjustments and Reallocations**

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

notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent of the applicable Maximum Annual Contract Budget, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

**9.17.2** County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

**9.17.3** If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Annual Contract Budget for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent of the applicable Maximum Annual Contract Budget. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

## **9.18 Hours of Operation**

**9.18.1** The Contractor shall be available to participants from 8:00 a.m. to 10:00 p.m. every Monday through Friday (five days a week), excluding County holidays, and from 9:00 a.m. to 5:00 p.m.

**9.18.2** Contractor shall obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.

**9.18.3** Contractor shall submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

## **9.19 Office Location**

**9.19.1** Contractors shall have an administrative office headquartered in Los Angeles County. The office shall be staffed during the hours of

8:00 a.m. and 5:00 p.m., PST, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract.

- 9.19.2** Within 30 days of contract start date, Contractors shall have their required office location in place.

## **9.20 Shred Documents**

- 9.20.1** 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.

- 9.20.2** Documents for record and retention purposes in accordance with Section 8.38, Record Retention and Inspection-Audit Settlement, of this Contract are to be maintained for a period of five years.

## **10.0 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage



Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) on the day, month and year first above written. The person(s) signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

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

By: \_\_\_\_\_  
BRANDON T. NICHOLS, 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  
DAWYN R. HARRISON, COUNTY COUNSEL

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

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

**CHILD TRAFFICKING TRAINING SERVICES**

**STATEMENT OF WORK**



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CHILD AND HUMAN TRAFFICKING TRAINING SERVICES**

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**STATEMENT OF WORK EXHIBITS**

Exhibit A-1 Performance Requirements Summary (PRS) Chart

Exhibit A-2 Contract Discrepancy Report (CDR)

Exhibit A-3 Training Activity Report

## **SECTION A**

### **1.0 PREAMBLE**

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

The County's vision is to improve the quality of life in the County by providing responsive, sufficient and high-quality public services that promote the self-sufficiency, well-being and financial security of individuals, families, businesses and communities. This philosophy of teamwork and collaboration 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 North Star No. 1, Make Investments That Transform Lives; Focus Area Goal A, Healthy Individuals and Families: Invest in County health systems and expand care capacity that supports the physical health, mental health, and well-being of individuals across the life course continuum, and Focus Area Goal D, Support Vulnerable Populations: Address conditions which drive interactions with the County's child welfare, homeless rehousing, carceral, law enforcement and justice systems.

## **SECTION B – PROJECT FOUNDATION**

### **2.0 BACKGROUND/OVERVIEW**

On June 2014, California passed Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), which amended Welfare and Institutions Code section 300 to clarify that under existing law, commercially sexually exploited children whose parents or guardians failed to, or were unable to protect them, may fall within the description of the Welfare and Institutions Code (WIC) section 300(b) and may be adjudged as dependents of the juvenile dependency court. In addition, SB 855 created the commercially sexually exploited children (CSEC) Program codified at WIC sections 16524.6 through 16524.11. The purpose of the CSEC program is to provide education, training, prevention activities, and intervention services, utilizing a multidisciplinary approach, to children and youth who are commercially sexually exploited or at risk of becoming commercially sexually exploited. Furthermore, on September 29, 2014, the President signed into law the Public Law 113-183, the Preventing Sex Trafficking and Strengthening Families Act (the Act), which included amendments to Title IV-E of the Social Security Act that addressed child/youth sex trafficking. The requirements of the Act were incorporated into state law with the passage of SB 794 (Chapter 425, Statutes of 2015), which added WIC section 16501.35, requiring counties to implement policies and procedures related to CSEC and runaway/missing children/youth. An additional requirement of the Act mandates county caseworkers receive "relevant training" for identifying, documenting and determining appropriate services for any child or youth for whom

the state agency has responsibility for placement, care or supervision, and has reasonable cause to believe is, or is at risk of being a sex trafficking victim.

### **3.0 DEFINITIONS**

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

- 3.1 Business Day**- Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time (PST), not including any County holidays.
- 3.2 Commercial Exploitation (CE)** - Defined to include Minors and Non-Minor Dependent youth up to the age of 21 years of age who have been impacted by sex and/or labor trafficking and/or labor trafficking by forced criminality.
- 3.3 Commercial Sexual Exploitation (CSE)** – The recruitment, harboring, transportation, provision, obtaining, patronizing, soliciting of a person for the purpose of a commercial sex act. Examples of Commercial Exploitation include, but are not limited to:
- Street exploitation
  - Arranging exchange of sex acts on the internet/social media
  - Production and/or sales and/or trade of nude or sexually explicit images or videos
  - Advertising a minor for sexual purposes
  - Exchanging sexual acts for money or anything of value (housing/food/protection); and
  - Advertising a minor for sexual purposes
- 3.4 Commercial Sexual Exploitation of Children (CSEC)** - Minors and Non-Minor Dependent youth (18-21 years) who have been commercially sexually exploited.
- 3.5 Contract Discrepancy Report** – A report prepared by the County's Program Manager to inform Contractor of non-compliance.
- 3.6 County's Program Manager (CPM)** – Person designated by County to manage the operations under this contract.
- 3.7 County Project Director** – Person designated by the County to coordinate with Contractor and ensuring Contractor's performance of the Contract.
- 3.8 County's Project Monitor** – Person designated by the County to oversee the day-to-day administration of this Contract.
- 3.9 Labor Trafficking** – A child is compelled through force, fraud, or coercion to perform any type of labor or service (including criminal acts), where a third party profits.
- 3.10 Labor Trafficking by Forced Criminality** – Survivors are frequently forced to commit a wide variety of crimes while being trafficked or as a direct result of the trafficking, such as selling/distributing drugs, peddling, begging, theft, and forced recruitment.

- 3.11 Lived Experience Experts** - Those who have experienced victimization of Commercial Exploitation including sex trafficking and labor trafficking as a minor or transitional age youth (18-24 years of age).
- 3.12 Performance Requirements Summary** – The statement that identifies the key performance indicators of the Contract that will be evaluated by the County to ensure Contract performance standards are met by the County.
- 3.13 Quality Control Plan (QCP)** – All necessary measures taken by the Contractor to assure that the quality of service will meet the appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.

#### **4.0 SERVICE GOALS AND OBJECTIVES**

The goal for the Training Services Program is to:

Conduct a minimum of 60 trainings per year and one training conference and/or retreat.

At least 95 percent of Training Evaluations for each course agree or strongly agree that:

- The trainer demonstrated a clear and thorough knowledge of the subject matter/course content;
- The material was relevant to the participant's work;
- The trainer demonstrated excellent stand-up training skills such as: managing a learning environment, effective use of voice, gestures, eye contact, and responding to questions;
- Overall, would rate the course as an excellent learning experience.

A 90 percent passing grade on the training course quiz completed by each Participant.

#### **5.0 TARGET POPULATION**

The Child Trafficking trainings will be provided County-wide and across a broad array of disciplines, to align with Los Angeles County's approach to serve the holistic needs of exploited youth with a multi-disciplinary and collaborative approach. The trainings will be provided to the Department of Children and Family Services (DCFS) and Probation employees, County of Los Angeles partners, community-based organizations, schools (grades 2<sup>nd</sup> through 12<sup>th</sup>), colleges, universities, service providers, health and human service professionals, law enforcement, resource families, parents, youth, families, foster care placement providers, faith based communities and other professionals who provide direct services to children and youth at-risk or victims of Child Trafficking.

#### **6.0 COUNTY RESPONSIBILITIES**

- 6.1** The County will provide a CPM, to coordinate the delivery of the services of this Contract with the Contractor's Program Director (CPD).
- 6.2** CPM or designated alternate will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.



- 6.3** CPM or designee will coordinate monthly virtual or in-person meetings with Contractor to discuss program progress, ongoing program evaluation and provide Contractor ongoing support.
- 6.4** The CPM or designee will provide direction to Contractor in areas relating to continuous quality improvement, DCFS policy, procedural requirements, and other information related to services provided under the Recruitment contract.
- 6.5** CPM is not authorized to make any changes in the terms and conditions of this Contract. The CPM is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 6.6** CPM is responsible for daily management of Contract operation and overseeing monitoring activities.
- 6.7** CPM or CPM designee will review and approve monthly invoices and all supporting documents.
- 6.8** Overall project coordination between Contractor and County will be through the CPM or designee and the CPD or designated alternates.
- 6.9** The CPM may, at their sole discretion, direct the Contractor to remove any of its personnel whom the CPM determines has performed acts that are inimical to the interest of children or that otherwise made it inappropriate for such persons to be assigned to the provision of the Contract services.
- 6.10** The CPM, or other personnel authorized by the County, will monitor Contractor's performance under this contract using the quality assurance procedures specified in this Statement of Work. All monitoring will be conducted in accordance with Section 14.0, County's Quality Assurance Plan, of the Contract, and using other measures at the CPM's discretion.
- 6.11** The CPM is responsible for daily management of the Contract operation and overseeing monitoring activities.

## **7.0 CONTRACTOR RESPONSIBILITIES**

The Contractor will provide experienced and qualified personnel to work with the target audience. The DCFS will have the right to review and approve the hiring of potential personnel prior to performing services under this contract. The personnel assigned to perform work under this contract include: a Contractor Training Director, a Contractor Training Specialist and Lived Experienced Trainers.

### **7.1 Contractor Training Director (CTD)**

- 7.1.1** The Contractor will designate a CTD responsible for daily management of Contract operation and overseeing the work performed by Contractor as defined in this Statement of Work.
- 7.1.2** CTD, or alternate, must be available to receive phone calls or email from the CPM between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except on observed County holidays. CTD must

respond to any calls, either by telephone, email or text to the CPM within two business days.

- 7.1.3** The CTD will provide overall management and coordination of this Contract and its activities, act as the central point of contact with the County, as well as other duties outlined in the Contract.

## **7.2 Contractor Training Specialist (CTT)**

- 7.2.1** The CTT is responsible for providing leadership and direct supervision to the Contractor's training team. The CTT ensures trainers are prepared to facilitate trainings, and possess knowledge of the subject matter, monitor and track the delivery of services and the achieve training goals. The CTT may facilitate trainings and assist with training coordination.
- 7.2.2** The CTT or designated alternate will be available for telephone contact seven days a week and for meetings between 8:00 a.m. and 5:00 p.m., PST, Monday through Friday, excluding County holidays.
- 7.2.3** The CTT will ensure provide their own transportation.

## **7.3 Lived Experience Trainers (LET)**

- 7.3.1** Contractor will employ or sub-contract with an adequate number of qualified Lived Experience Trainers experience as victims of CSE and Labor Trafficking to co-facilitate various trainings; assist with the development, coordination, and implementation of curriculums, trainings, materials, conferences, and events; as well as other duties outlined in the Contract.
- 7.3.2** The Contractor's administrative office will be headquartered in Los Angeles County. The office will have a phone and have at least one employee to respond to inquiries and complaints during the hours of 8:00 a.m. and 5:00 p.m., Pacific Standard Time (PST).
- 7.3.3** The Contractor may subcontract for additional training services, if needed, with prior County approval.
- 7.3.4** Contractor will not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 7.3.5** Contractor will direct all inquiries regarding DCFS policy, procedure or anything related to this contract to CPM.
- 7.3.6** Contractor will have equipment and supplies, such as, computers with email and internet access and necessary computer software. This is the sole responsibility of the Contractor, unless otherwise documented by the County.
- 7.3.7** Contractor will prepare and electronically submit monthly invoices to the CPM.

- 7.3.8** Contractor will not employ personnel deemed deficient and unacceptable by CPM to perform the responsibilities for this contract.
- 7.3.9** Contractor will employ administrative assistance to meet the requirements of this Contract.
- 7.3.10** Contractor will provide training monitoring during online and in-person trainings in order to troubleshoot, provide technical assistance, observe skills, quality and appropriateness of trainer, monitor participation of training participants, monitor signage of attendance sheet, manage behavior in the trainings as needed and ensure that the training space is a safe environment that is conducive to learning.
- 7.3.11** Contractor will ensure that personnel providing services under this contract complete a criminal background check. A criminal history will not warrant automatic disqualification from the position.
- 7.3.12** Contractor will provide a monthly list of employees to the CPM. This list must be updated monthly.
- 7.3.13** Contractor will direct communication and documentation regarding this contract to the CPM.
- 7.3.14** Contractor will attend a mandatory orientation provided by the CPM within thirty days of the Contract start date. The CPM will notify the Contractor at least two weeks before the orientation.

## **8.0 CONTRACTOR STAFF QUALIFICATIONS**

Contractor's personnel must be qualified and possess the background, experience, and expertise to provide the required services. County will have the right to review and approve the hiring of personnel prior to performing services under this Contract.

### **8.1 CONTRACTOR TRAINING DIRECTOR (CTD)**

The CTD will have diverse set of skills and educational background as listed below:

- 8.1.1** A bachelor's degree is required (master's degree preferred) in one of the following; social work, criminal justice, psychology, sociology, public health, law, human services, gender studies or women's studies, international relations, or a related field.
- 8.1.2** Strong knowledge of pedagogy, including knowledge of teaching methods, learning theories, curriculum design, learner-centered approach, adaptability and flexibility to accommodate different learning styles, cultural backgrounds, and individual needs, and technology integration.
- 8.1.3** Specialized Training and certifications or training in human trafficking, victim advocacy, trauma-informed care, and/or related areas.

- 8.1.4** Knowledge of Laws and Policies, local and national related to human trafficking, as well as policies and protocols for intervention and support.
- 8.1.5** Communication and presentation skills with strong verbal and written communication to engage diverse audiences; law enforcement, social workers, probation officers, educators, County partners and community members.
- 8.1.6** Cultural competency with an understanding of diverse cultural backgrounds.
- 8.1.7** Empathy, sensitivity and a compassionate approach when discussing sensitive topics related to victimization and trauma.
- 8.1.8** Facilitation skills with experience in facilitating discussions, workshops, and interactive training sessions that encourage participation and critical thinking.
- 8.1.9** Research, analytical skills with experience in analyzing data, research findings, and case studies to inform training content and stay updated on current trends and developments in the field.
- 8.1.10** Networking, collaboration skills to establish relationships with other professionals, organizations, and community resources for a comprehensive approach to training and advocacy.
- 8.1.11** Field experience and hands-on experience working with trafficking victims, in law enforcement, or experience with holding an advocacy role.
- 8.1.12** Knowledge of resources with local and national resources for victims is important for providing comprehensive training.
- 8.1.13** Professional development to stay current with ongoing training, workshops, and conferences on human trafficking and related issues.
- 8.1.14** Engagement with research with regular review of current research and literature on human trafficking to ensure training material is based on the latest findings and best practices.
- 8.1.15** The CTD will have an office in Los Angeles County, have lived experience, extensive knowledge in sex trafficking, labor trafficking and labor trafficking by forced criminality, and at least 10 years of professional experience in providing training in both sex and labor trafficking for a variety of audiences.
- 8.1.16** The CTD will have experience with public speaking, communication methodologies, and experience in providing keynote addresses on Human Trafficking to large audiences of at least 150 people.

## **8.2 CONTRACTOR TRAINING SPECIALIST (CTT)**

**8.2.1** The CTT must have a minimum of five years of experience within the last seven years training on child trafficking, including sex trafficking, labor trafficking and labor trafficking by forced criminality, to groups of 150 or more; at least five years of experience developing curriculum on Child Trafficking; five years of experience working in collaboration with other organizations developing Child Trafficking curriculum; five years' experience working with victims and youth at-risk of Child Trafficking and training program management experience. A bachelor's degree is required (master's degree preferred) in one of the following; social work, criminal justice, psychology, sociology, public health, law, human services, gender studies or women's studies, international relations, or a related field.

## **9.0 DAYS AND HOURS OF OPERATION**

**9.1** Contractor will be available during normal business hours, 8:00 A.M. to 5:00 P.M. PST, Monday through Friday, except County Holidays and will respond on an as-needed basis on weekends, holidays, and afterhours.

**9.2** Contractor is not required to work on the following County holidays:

- New Year's Day (January 1st)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Cesar Chavez Day (Last Monday of March)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Veterans Day (November 11<sup>th</sup>)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25th)

## **SECTION C – SERVICE DESCRIPTION**

### **10.0 SCOPE OF WORK**

The Contractor will provide Training Services as follows:

**10.1** Coordinate the County Human Trafficking Trainings throughout the Los Angeles County (all proposed training sites must be approved by the County). Trainings will be delivered in-person or virtually, as directed by the CPM.

**10.2** Ensure that diverse learning needs are met and accommodate diverse learning styles and needs (i.e. language support, accessibility for individuals

with disabilities) and accessibility by offering various formats (in-person, online, hybrid) and locations to ensure accessibility for participants.

- 10.3** Schedule, create and maintain a calendar of all trainings, conferences, and events at least 90 days prior to the workshop conference, or event.
- 10.4** Conduct, facilitate, and/or subcontract up to 100 trainings per year.
- 10.5** Facilitate Train-the-Trainer workshops as directed by the CPM in English and Spanish on identified curriculum created and/or purchased by the County as well as curriculum developed by the Contractor for the County.
- 10.6** Provide Continuing Education Units for all Contractor provided trainings attended by professional licensed staff including but not limited to, when appropriate: Licensed Marriage and Family Therapists, Licensed Clinical Social Workers, Licensed Professional Clinical Counselors, Licensed Educational Psychologists, Nurses, etc.
- 10.7** Create and reproduce digital, video, and/or print marketing and presentations materials in English and Spanish (as needed and directed by the CPM), including PowerPoint, webinars, videos, post cards, posters, flyers, invitations, handouts, email, and social media posts or any other types of materials needed to market workshops, events, and activities. Such marketing material must include all the relevant information needed, including but not limited to: date, time, location of training event/activity, targeted audience, purpose/objectives of training event, description of training, and parking information to maximize participation by Participants/ Target Population. Marketing materials and the Event/Activity Calendar for training, events will be provided to CPM and County partners and agencies as directed by CPM, at least 90 days in advance of the training event.
- 10.8** Create and maintain training registration/enrollment forms and sign-in sheets, the Training Sign-In Sheets will include the title of the training, date and timeframe of the training, the venue name and address, the name(s) of the trainer(s), and list of attendees' full name, title, affiliation, phone number, and e-mail address. All training dates, training topics, target audience for each training, venues, and mode of registration is to be reviewed and approved in writing by the CPM. A scanned copy of the sign-in sheets will be e-mailed to the CPM within two business days of the training.
- 10.9** Provide automated solution to track training registrations, delivery of trainings, type of trainings, attendance by discipline data, and evaluation data.
- 10.10** Provide signage and verbal reminders to class participants to alert participants that they must sign-in on the Training Sign-In sheets in the morning and the afternoon, in order to receive certificates of completion. Contractor to follow any special instructions regarding Training Sign-In sheets provided by the CPM.
- 10.11** Ensure that training evaluation forms are created in preparation for each training class, distributed to all training participants, and collected at the end

of each training. The Training Evaluation Summary Report and Training Evaluation Forms for each training will be submitted to the CPM on the 15th of the month the training was conducted.

- 10.12** The Evaluation Survey will be completed by participants at the end of each training. The CPM will review and approve the Evaluation Survey.
- 10.13** The Trainers will e-mail Certificates of Completion to participants within two business days of the end of each training class.
- 10.14** Identify venues appropriate for trainings, coordinate with venue staff to complete paperwork required to ensure venue, audio/visual equipment is available, parking is arranged, order refreshments, set-up tables and chairs, and prepare training materials for each training.
- 10.15** The Contractor will provide their own training equipment, such as, laptops and projectors, in order to meet the needs of each training. Other equipment, such as screens, speakers and microphones, may be rented, as needed and approved by CPM.
- 10.16** Provide oversight and evaluation of the County-wide trainings to ensure quality and consistency of each training.
- 10.17** The trainings will be conducted during regular business hours, and if needed, after regular business hours and weekends.
- 10.18** Provide victim-centered, trauma-informed, strengths-based, developmentally appropriate, culturally, linguistically and Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual (LGBTQIA2S+) interactions with the target audience.
- 10.19** Develop curriculums and implementation of trainings in collaboration with County and community partners, LEE, and other entities as directed by the CPM.
- 10.20** Develop an outreach plan to ensure that County social workers and other direct services providers are consistently aware of and attending the training. The plan will be submitted to the CPM.
- 10.21** Review attendance for each training quarterly. If needed, increase attendance by recruiting and outreach to meet the deliverables.
- 10.22** The Human Trafficking Conference will be coordinated with DCFS to highlight progress, success, challenges, and solutions in addressing human trafficking. The LEE will co-lead the conference and partner to plan and execute the conference. The Contractor will be required to attend, present, and emcee the event, as needed.
- 10.23** The training deliverables must be pre-approved by the CPM.

## **11.0 CURRICULUM AND DEVELOPMENT NEED**

- 11.1** Contractor will employ or sub-contract with an adequate number of qualified LEE Trainers with lived experience as victims of CSE and Labor

Trafficking to co-facilitate various training; assist in development, coordination, and implementation of curriculums, trainings, materials, conferences, and events; as well as other duties outlined in the Contract.

- 11.2** Create and implement a County-wide Child Trafficking Training Curriculum to enhance the capacity and ability of local agencies and service providers to effectively engage and serve children and youth impacted by commercial exploitation, which includes sex trafficking, labor trafficking, and labor trafficking by forced criminality. The training curriculum must be skills-based and provide tangible concepts that can be immediately implemented into practice by professionals working with the Commercially Exploited population at the local level.
- 11.3** Schedule and create and maintain a calendar of all trainings, conferences, and events that are calendared at least 90 days prior to the workshop conference, or event.
- 11.4** Improve the trainings' trainee's proficiency in child trafficking prevention and awareness, understanding the dynamics of child trafficking, engagement strategies and frameworks for providing services to exploited youth, including how implementation of these skills may vary dependent upon the service providers' professional discipline.
- 11.5** Integrate the core principles of trauma-informed care in the curriculum, and must be survivor informed, and the implementation model will integrate survivors as trainers and/or co-trainers.
- 11.6** Align the curriculum with California's Continuum of Care Reform (CCR), California Department of Social Services (CDSS) and adhere with regulations for Community Care Licensing (CCL).
  - Resource: The California Department of Social Services: [Continuum of Care Reform](#)
  - Resource: California Code of Regulations, Title 22, Division 6-[Title 22: Community Care Licensing](#)
- 11.7** Develop curriculum in English and Spanish and as prescribed by the County independently and in collaboration with other County partners, the community, and professional anti-trafficking organizations.
- 11.8** Contractor will collaborate with DCFS to ensure the curriculum addresses human trafficking, as well as, sex and labor trafficking with a variety of perspectives (i.e. tribes, LGBTQIA2S+, male victims, youth offenders, immigrant youth), and addresses culturally appropriate services.
- 11.9** The Contractor will create a feasible and effective annual county wide training schedule or methodology, to ensure all Supervisorial Districts have access to training in a manner that is logistically feasible given the County's large size.



- 11.9.1** Develop an outreach plan to ensure that county social workers and other direct service providers are consistently aware of and attending the training.
- 11.9.2** Analyze the recruitment and outreach plan quarterly, and make any necessary adjustments to increase attendance, and to ensure all deliverables are being met.
- 11.10** The Contractor will develop and/or facilitate workshops that includes, instructor-led trainings offered in-person, online, and/or webinars etc., and offer the following topics:
- 11.10.1 *Human Trafficking of Minors 101 (6-hour):*** This training introduces attendees to the dynamics of CSEC, Child Labor Trafficking, and Child Labor Trafficking by Forced Criminality that includes: defining CSEC, Labor Trafficking, and Labor Trafficking by Forced Criminality, root causes, risk factors associated with human trafficking; pathways to victimization, tactics used by exploiters to control victims, identification of those at-risk and victims of trafficking; helpful frameworks to apply when working with youth at-risk and/or victims (harm reduction approach, trauma-informed approach, stages of change, safety planning), continuum of abuse, and addressing the complex, varied needs of children and youth who have been impacted by child trafficking. The training will be adapted as needed for specific populations.
- 11.10.2 *Human Trafficking of Minors 102 (8-hours):*** Create and implement in-person and virtual Human trafficking of Minors 102 engagement training model to enhance the capacity and ability of local agencies and service providers to effectively engage and serve victims of child trafficking. The training curriculum must be skills-based and provide tangible concepts that can be immediately implemented at the local level. The training must directly improve the trainee's proficiency in engagement strategies for providing services to exploited youth, including how implementation of these skills may vary dependent upon the service providers' professional discipline.
- 11.10.2.1** Curriculum must integrate the core principles of Trauma-Informed Care; be survivor-informed, and integrate survivors as trainers and/or co-trainers; align with CCR and remain within regulations set forth through CCL; collaborate with Los Angeles County to ensure the curriculum includes a tribal-informed perspective and addresses culturally appropriate services.
- 11.10.2.2** Curriculum must include promising practices for providing direct services to trafficked youth, utilizing a harm reduction approach to effective engagement;

engagement strategies for serving exploited tribal youth, and collaborating with tribes, tribal governments, and tribal social workers to seek out culturally appropriate services; engagement strategies for serving exploited youth within the LGBTQIA2S+ population; engagement strategies for male victims of exploitation; engagement strategies for exploited youth who are missing from care; strategies for common challenges while serving exploited youth in cares such as cell phone use, substance abuse, and peer recruitment; strategies for specialized case planning; strategies for using a Multi-Disciplinary Team approach during ongoing case management.

- 11.10.3 *Human Trafficking of Minors for Out-of-Home Care Providers (3-hours)*:** This training is designed to specifically prepare Short-Term Residential Therapeutic Programs, Foster Family Agencies, and resource parents to provide trauma-informed care, effectively engage and establish a trusting relationship with the youth, and provide for the critical care needs of children and youth impacted by child trafficking.
- 11.10.4 *Vicarious Trauma, Compassion Fatigue (2-hours)*:** This training will define, recognize, address, and prevent compassion fatigue, vicarious trauma and burn-out for those who are working with children, youth and families impacted by complex traumatic experiences, such as Commercial Exploitation. The training will provide tools, resources and best practices in continuously assessing for signs or indicators of vicarious trauma and compassion fatigue, as well as, how to apply strategies to effectively prevent and manage vicarious trauma and compassion fatigue as a direct service provider, supervisor, or manager. Attendees will also learn about and discuss how self-care activities that can be promoted in the workplace and at home in order to achieve healthy levels of self-care.
- 11.10.5 *Commercial Exploitation of LGBTQIA2S+ (2-hours)*:** This training will provide an overview of risk factors associated with LGBTQIA2S+ youth impacted by CE, pathways of entry into CE, how to identify CSE of LGBTQIA2S+ youth, engagement strategies, and the unique needs of the LGBTQIA2S+ community and the discrimination they experience. Training will cover engagement strategies and ongoing supportive resources available for youth and their families.
- 11.10.6 *The Harm Reduction Approach (2-hours)*:** This training provides an overview of the harm reduction philosophy and approach and how it is applicable to commercially exploited youth. Participants learn about the stages of change model and how to

use this model with the harm reduction approach simultaneously while supporting victims on their path to healing and recovery. Participants practice applying the harm reduction approach for effective engagement and safer outcomes

Resource: The California Department of Social Services, Harm Reduction Guidance Series:

- Harm Reduction Introduction - [ACIN I-59-18](#)
- Harm Reduction Probation Officer - [ACIN I-50-19](#)
- Harm Reduction Social Worker – [ACIN I-28-19](#)
- Harm Reduction Caregiver - [Harm Reduction for Caregivers](#)

**11.10.7 *Team Building Among Multidisciplinary Teams (7-hours):***

This training provides an interactive retreat designed to enhance the capacity, skills, knowledge and ability of multi-disciplinary teams to effectively engage and team with one another, build trust, and increase understanding of each other's roles and responsibilities to help achieve improved outcomes for children and youth impacted by Commercial Exploitation. Attendees will learn how to effectively communicate as a team member, how to address conflict resolution, how to track and adapt as needed, and how to support team development, and will discuss and agree upon principles and behaviors to guide team performance.

**11.10.8 *Human Trafficking Awareness for Youth (2-hours):***

This training addresses the definitions of human trafficking, root causes, what trafficking may look like, exploiter tactics (such as grooming, force, fraud and coercion), types of traffickers, myths, challenges to leaving an exploitive situation, how to build protective factors, safety planning, and resources that are available if they or someone they know is impacted by trafficking.

**11.10.9 *Social Media and Intersection with Child Trafficking (2-hours):***

This training highlights the risks and dangers associated with youth and social media, how social media is used to recruit and exploit youth, strategies that can be employed by caregivers to monitor and supervise youth's use of the internet/social media, and teach youth how to use social media safely and responsibly. The training will increase awareness of social media applications currently used and tools that caregivers can access to control screen time and restrict access to inappropriate social media applications and websites.

**11.10.10 *Stages of Change and Motivational Interviewing (3-hours):***

This training highlights the stages of change (pre-contemplation, contemplation, preparation, action, maintenance, and relapse), the behaviors and attitudes/beliefs associated with each stage of change, assessment of which stage of change youth may be in,

and matching the approach, practice and interventions based on the stages of change.

**11.10.11 *Train the Trainer Curriculum (6-hours)*:** Create curriculums for classes that include Human Trafficking awareness and prevention designed for youth; and a Human Trafficking awareness and prevention curriculum designed for parents and community partners.

**11.10.11.1** Collaborate with Los Angeles County to develop specialized department specific trainings as needed and directed by the CPM to adapt to the evolving needs of Los Angeles County.

## **12.0 REPORTS**

**12.1** Contractor will submit, via email, the following with their monthly invoice:

**12.1.1** Training Activity Report (Exhibit A-3)

**12.1.2** Source Documentation that may include sign-in sheets, calendar of events/activities, flyers, receipts, and invoices.

**12.1.3** Training Evaluation Summary Report: Compilation of results/feedback from Training Evaluation Forms. Evaluation Reports are to include:

- Date, time, location for each training course
- List type of courses completed
- Number of attendees per course
- Number/percent of attendees by discipline
- Number/percent of attendees that received CEUs for each training course
- Number of evaluations completed and the results for each type of course completed
- Describe areas of strength, areas for development, and proposed strategies for continuous quality improvement

**12.2** Contractor will provide Bi-annual Training Reports with a summary of data for all activities completed, including: the number of training classes provided, types of trainings provided, attendance numbers for each type of training class, attendance by discipline, outcome of training evaluation survey results for each type of class, number of in-person events, and number of virtual events. The report will be submitted within 30 days of the CPM's request.

**12.3** Contractor must provide updates to the CPM and County Project Monitor on individual cases as requested.

### **13.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

A PRS Chart (Exhibit A-1), listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All services and deliverables in the PRS Chart are to be completed as described in the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

### **14.0 QUALITY CONTROL PLAN**

- 14.1** Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) with processes to ensure that the required services are provided at a consistent level of service throughout the term of the Contract. The QCP must be submitted to County for review and approval. The QCP must be effective on the Contract start date and must be updated and resubmitted for County approval as changes occur.
- 14.2** The QCP must include an identified monitoring system covering all the services listed in this Exhibit A, SOW.
- 14.3** The system of monitoring to ensure that Contract requirements are being met must include, but must not be limited to the following:
  - 14.3.1** Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of staff persons performing monitoring functions;
  - 14.3.2** 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;
  - 14.3.3** Assuring that professional staff rendering services under the Contract have the necessary prerequisites;
  - 14.3.4** Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
  - 14.3.5** Investigating any Contract performance issues submitted by the County, and committing to provide to County a record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. This documentation must be provided to the County within five business days of County's request;

- 14.3.6** Continuing to provide services to the County in the event of Absences of Contractor's employee; and
  - 14.3.7** Implementing proactive methods for ensuring uninterrupted service to County in the event of a work strike work stoppage, pandemic, emergent staffing shortage or any other potential disruption in service, foreseen and unforeseen, which may include medical leaves, vacations, absences, etc., by Contractor's employees.
- 14.4** If service delivery is deficient or Contract requirements are not met, the CPM must notify CPD by telephone, email, or written notice as to how the deficiency must be mediated.
- 14.5** The CPD must respond within one business day to all calls or reports regarding Contractor's performance.
- 14.6** The CPD must: 1) Immediately notify the CPM of any difficulty, problem or incident which may impact or delay the progress or completion of work; and 2) Immediately work with the CPM to resolve such issues to avoid further problems with service delivery.
- 14.7** Contractor must not utilize any employee or volunteer whose work has been deemed deficient and unacceptable by the County.
- 14.8** The QCP must be reviewed annually by Contractor and CPM and revised, as/if needed.
- 14.9** County reserves the right to request and obtain from Contractor, within ten business days of County's request, an updated QCP for any identified issue of concern at any time.

## **15.0 QUALITY ASSURANCE MONITORING**

- 15.1** The County must evaluate the Contractor's performance under this Contract using the Quality Assurance Procedures as defined in Paragraph 8, Standard Terms and Conditions, Section 8.15, County's Quality Assurance Plan, and Section 15.2 through 15.8 of this SOW.
- 15.2** Contractor will be subject to a program review by the County, at a minimum of once per year, for the period of the contract, including option years. Contractor must make available to the County, upon request, the following records for review, within five business days of County's request, including but not limited to:
  - 15.2.1** Staff records, including all Contractor's staff, volunteers and interns performing services under this Contract.
  - 15.2.2** Financial Records, including but not limited to Single Audit/Audit Financial Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices.
- 15.3** Contractor must submit a Corrective Action Plan for any areas found to be deficient as a result of the technical review, including billing deficiencies, within ten business days of the receipt of the Technical Review Findings.

- 15.4** Contractor and CPM must have regular meetings to monitor program efficiency, issues, and for the CPM to provide technical support, as needed.
- 15.5** The CPM, or other staff person(s) authorized by the County, must monitor Contractor's performance under this Contract using the Quality Assurance Procedures specified in Exhibit A-1, Performance Requirements Summary, of this SOW. All monitoring must be conducted in accordance with Section 8.15 County's Quality Assurance Plan, of the Contract.
- 15.6** The County will provide written feedback to the Contractor following each monitoring visit or review. The feedback will include any areas of noncompliance or deficiencies identified, recommendations for improvement, and a timeline for corrective actions to be taken.

**15.7 Contract Discrepancy Report**

- 15.7.1** Verbal and written notification of a Contract discrepancy must be made to the CPM as soon as possible or within two business days whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the CPM and the Contractor.
- 15.7.2** The CPM must determine whether a formal Contract Discrepancy Report (Exhibit A-2) must be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CPM within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies.

**16.0 GREEN INITIATIVES**

- 16.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 16.2** Contractor must notify CPM of Contractor's new green initiatives prior to the contract commencement.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**  
**PROGRAM: CHILD TRAFFICKING TRAINING SERVICES**

<b>DELIVERABLES</b>	<b>PERFORMANCE TARGET</b>	<b>METHOD OF DATA COLLECTION</b>
Training Schedule that includes training titles, name of trainers, dates and times, locations, name of venue, description of training objectives, number of CEUs available for each training course	Training schedules submitted and approved every 90 days.	Contractor to collaborate and coordinate with CPM to finalize Training Schedule before it is released
Outreach/Communications Plan to engage stakeholders in training courses	Outreach/Communications Plan submitted and approved on a quarterly basis.	Contractor to collaborate and coordinate with CPM to finalize Outreach/Communication Plan
Contractor to create Training Evaluation Forms for each type of Training Course	<p>95% of Training Evaluations completed for each course agree or strongly agree that:</p> <ul style="list-style-type: none"> <li>• The trainer demonstrated a clear and thorough knowledge of the subject matter/course content;</li> <li>• The material was relevant to the participant's work;</li> <li>• The trainer demonstrated excellent stand-up training skills such as: managing a learning environment, effective use of voice, gestures, eye contact, and responding to questions</li> </ul>	<p>Contractor will collaborate with the County in developing the Training Evaluation Forms for each type of training.</p> <p>Trainees will complete a Training Evaluation Form for courses completed and submit to Training Evaluation In-Box. Trainees shall have a choice as to whether or not they would like to be anonymous on the evaluation form.</p>



DELIVERABLES	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
	<ul style="list-style-type: none"> <li>Overall, would rate the course as a very good learning experience.</li> </ul> <p>Knowledge Acquisition:</p> <ul style="list-style-type: none"> <li>90% of trainees receive a passing grade on the training course quiz, if applicable to the training, as directed by CPM</li> </ul>	
<p>Create and submit Training Evaluation Summary Reports, using results/feedback from Training Evaluation Forms.</p> <p>Evaluation Reports are to include:</p> <ul style="list-style-type: none"> <li>Date, time, location for each training course</li> <li>Number of attendees per course</li> <li>Number/percent of attendees by discipline</li> <li>Number/percent of attendees that received CEUs for each training course</li> <li>Number of Training Evaluation Forms completed</li> <li>Overall ratings for each training course provided</li> </ul>	<p>Submit Training Evaluation Summary Reports and Training Evaluation Forms on a monthly basis</p>	<p>Training Evaluation Forms Training Sign-In Sheets CEU Sign-in Sheets</p>

DELIVERABLES	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
<ul style="list-style-type: none"> <li>• Summary of areas of strength, areas needing improvement</li> <li>• Strategies to target areas needing improvement</li> <li>• Recommendations for continuous quality improvement efforts</li> </ul>		
Provide Itemized invoices on an agreed upon invoice template	Submit itemized invoices on a monthly basis	Training Schedule Invoices Receipts Training Sign-In Sheets
Create Curriculums, Power Points, and supporting materials for each Training Course	Curriculums, Power Points, and supporting materials for each Training Course to be approved by CPD 90 days in advance of the training course.	Contractor will collaborate with County in finalizing curriculums, power points and all materials that will be utilized in each training course; information in training to be based on professional research/data available, and best practices.

# CONTRACT DISCREPANCY REPORT

**SAMPLE**

**CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)**

<b>Date:</b> <u>Click or tap here to enter text.</u>	<b>Contractor Response Received:</b> <u>Click or tap here to enter text.</u>
<b>Contractor:</b> <u>Click or tap here to enter text.</u>	<b>Contract No.</b> <u>Click or tap here to enter text.</u>
<b>Contact Person:</b> <u>Click or tap here to enter text.</u>	<b>Telephone:</b> <u>Click or tap here to enter text.</u>
<b>Email:</b> <u>Click or tap here to enter text.</u>	<b>County's Program Manager:</b> <u>Click or tap here to enter text.</u>
<b>County's Program Manager Signature:</b>	
<b>Email:</b> <u>Click or tap here to enter text.</u>	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

**\*Use additional sheets if necessary**

<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<b>Contractor's Representative Signature</b>	<b>Date Signed</b>

<b>Additional Comments:</b> <u>Click or tap here to enter text.</u>

## Invoice Supporting Documentation

Month:

### Training Hours

Total Hours	
Hourly Rate	<b>\$312.50</b>
<b>Total Due</b>	<b>\$0.00</b>

### Training Coordination

Total Hours	
Hourly Rate (Flat rate \$75 per hour)	<b>\$75.00</b>
<b>Total Due</b>	<b>\$0.00</b>

### Curriculum Revision and Development

Total Hours	
Hourly Rate (Flat rate \$75 per hour)	<b>\$75.00</b>
<b>Total Due</b>	<b>\$0.00</b>

### Conferences Coordination

Total Hours	0.00
Hourly Rate (Flat rate \$75 per hour)	<b>\$75.00</b>
<b>Total Due</b>	

### Space Costs

Venue/Space Cost	
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### Miscellaneous costs

Speakers	
Equipment rentals	
Supplies	
Other	
<b>Subtotal Direct Cost Due</b>	

### Indirect costs calculated on an FTE basis

<b>Subtotal Indirect Cost Due</b>	
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<b>Total Due</b>	
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Training

Month:

Training Date	Training Title	Length of Training (Hours)	Location/Platform	Name of Trainer (s)	Training Summary	CEUs offered?
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Training		Attached to Monthly Invoice Training Flyers Training Agenda Registration Logs and Sign In/Out Sheets Evaluation Surveys CEU Log (if applicable)
Training Hours	0.00	
Flat Rate \$312.50 per hour	\$312.50	
Total	\$0.00	
Total Due		

Training Coordination

Month:

Date	Coordination Hours	Curriculum Title	Coordinator	Task
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Training Coordination

Total Hours	0
Hourly Rate	\$75.00
Total Due	\$0.00

Training Monitoring

Month:

Date	Monitoring Hours	Curriculum Title	Monitor	Task
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Training Coordination

Total Hours	0
Hourly Rate	\$75.00
Total Due	\$0.00

Curriculum Development

Month:

Date	Hours	Curriculum Title	Curriculum Developer	Description of work
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Curriculum Development

Total Hours	0
Hourly Rate	\$75.00
Total Due	\$0.00



Training Costs

Month:

Receipt Date	Item(s)	Amount	Vendor	Training Title	Training Date	Notes
	Total Due	\$0.00				

Attached to Monthly Invoice  
Receipts  
Approvals in writing by CPM

Conference/Misc. Costs

Month:

Receipt Date	Item(s)	Amount	Vendor	Training Title	Training Date	Notes
	Total Due	\$0.00				

Attached to Monthly Invoice  
Receipts  
Approvals in writing by CPM

**SAMPLE PRICING SHEET**

## Child Trafficking Training Services

The Contractor will provide CTT services for the period prescribed and in the manner set forth in the Statement of Work. Compensation will be based on a rate per hour listed below.

May 1, 2026 through April 30, 2027

<b>CATEGORY<sup>4</sup></b>	<b>RATE</b>	<b>PROPOSED RATE</b>	<b>HOURS</b>	<b>PROPOSED HOURS ANNUALLY</b>	<b>TOTAL</b>
Training Hours <sup>1</sup> (includes all costs for the training class)	Minimum \$312 per hour		Minimum 214 hours annually		
Training Monitoring	Minimum \$40 per hour		Minimum 200 hours annually		
Training Coordination <sup>2</sup>	Minimum \$82 per hour		Minimum 1314 hours annually		
Curriculum Revisions and Development <sup>3</sup> (estimated at 3 new curriculum)	Minimum \$83 per hour		Minimum 664 hours annually		
Space Costs <sup>3</sup> (if feasible)					
Miscellaneous costs <sup>3</sup> Conference related materials, supplies/equipment, stipends, retreat costs, food, etc.					
<b>Subtotal</b>					
<b>Total (Maximum Annual Amount \$333,333)</b>					

<sup>1</sup>Training schedule must be submitted every 90 days and pre-approved by the County Program Manager (CPM). Hourly rate includes the costs for multiple presenters and may not include travel costs. Travel costs must be pre-approved by the CPM.

<sup>2</sup>The estimated number of hours are based on the training schedule pre-approved by the CPM. The number of hours may be adjusted from the 6:1 training coordination to training hours ratio with approval by the CPM. Training coordination and training hours shall be supported by payroll documentation. Payroll documentation must be available upon request by the CPM.

<sup>3</sup>These costs require prior written (email or letter), pre-approval by the CPM.

<sup>4</sup>The transfer of funds between the Categories is considered a non-material change and is allowable with prior written, by email or letter, pre-approval by the CPM. These changes will be reflected in the Contract through a Change Notice.

<sup>5</sup>Indirect costs are calculated on an FTE basis and include: accounting, IT, utilities, insurance, rent, parking, equipment. Direct expense include: everything up to program supplies. The monthly maximum allowable indirect cost is 10% of the total monthly direct expense. Totals per contract

year from May 1, 2026, through April 30, 2029, may include roll over funds from the prior contract year via change notice.

\*Rounded up to the nearest dollar.

Print Name of Authorized Personnel:	Title:
Signature:	Date:

***LINE-ITEM BUDGET AND BUDGET NARRATIVE***

***NOT ATTACHED TO CONTRACT***

## COUNTY'S ADMINISTRATION

CONTRACT NO.

**COUNTY'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S CONTRACT ANALYST:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROGRAM MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT MONITOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACT NO.

### CONTRACTOR'S PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

E-mail Address:

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

Name:

Title:

Address:

Telephone:

E-mail Address:

Name:

Title:

Address:

Telephone:

E-mail Address:

### NOTICES TO CONTRACTOR:

Name:

Title:

Address:

Telephone:

E-mail Address:

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

### **NON-IT CONTRACTS**

F1      CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

F2      CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

F3      CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT



**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 must 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 will 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 must 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 will 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 must 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: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names







## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.**

H1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

H2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

H3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_, {NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Position: \_\_\_\_\_



CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_  
 \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as  
 amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_  
 \_\_\_\_\_, {NOTE to Preparer: reference all existing Amendments} as the same hereafter may be  
 amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
 Grantor's Signature

\_\_\_\_\_  
 Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Position: \_\_\_\_\_

(To Be Completed By County and attached to I1 and/or I2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE  
REGISTERED WITH COPYRIGHT BUREAU**

STATE OF CALIFORNIA   )  
                                  ) ss.  
COUNTY OF LOS ANGELES   )

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ before me, the undersigned, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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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 Bidder 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: \_\_\_\_\_

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

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

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
  - b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
  - c. **County Information:** all Data and Information belonging to the County.
  - d. **Data:** a subset of Information comprised of qualitative or quantitative values.
  - e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
  - f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
  - g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
-

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

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The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
  - External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
  - Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
  - A training program that covers Privacy Policies, protocols and awareness;
  - A response plan to address privacy Incidents and privacy breaches; and
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- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
  - Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
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- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

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The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

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The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
  - b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding
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items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

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- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Allen Ohanian  
Departmental Information Security Officer  
12440 Imperial Hwy., Room 501

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Norwalk, CA 90250  
(562) 345-6606  
[AOhanian@dcfs.lacounty.gov](mailto:AOhanian@dcfs.lacounty.gov)

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

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## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

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## **17. CYBER LIABILITY INSURANCE**

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will 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 will 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 will 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.

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

*The purpose of the handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations that contract with Los Angeles County.*

**Revision: June 2021**



## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations (CONTRACTOR) that 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, preclude the use of more sophisticated methods, or supersede any laws or requirements imposed by the applicable funding sources (i.e., federal and State agencies) that may be more restrictive and/or stringent. 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) 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 accrual or cash basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

#### 1.1 Accrual Basis

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

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

### 1.2 Cash Basis

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.

### 1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

### 2.0 Accounting System

Each CONTRACTOR must 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 A.2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR must maintain separate cost centers, which clearly identify funds received and expended on services provided under the COUNTY Agreement.

### 2.1 General Journal

A General Journal must 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 Expenditure	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

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

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

### 2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

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

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

Note (2) Entries in the description column must clearly 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 reimbursements, travel reimbursements, and petty cash fund 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. Canceled checks and credit card statements (VISA, AMEX, department store, etc.) alone will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on documentation requirements.

### **2.4    General Ledger**

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

### **2.5    Chart of Accounts**

A Chart of Accounts must be maintained:

- The COUNTY recommends that CONTRACTORS use the same expenditure 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 expenditures for travel shall be posted to the account titled "travel" and not intermixed with other expenditure 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
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or 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), 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 to properly classify employees and independent contractors.

### **2.7 Invoices/Billings**

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

### **3.0 Records**

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must 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 must make their report to the local law enforcement agency within twenty-four hours of 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 CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

### **3.1 Retention**

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### **3.2 Encryption**

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

### **3.3 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 and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

***Electronic documentation is permitted when the source documentation originated electronically. 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. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).***

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

#### **Payroll**

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- 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 Files**

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

### **Contracted/Consultant Services**

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

### **Travel**

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

### **Vehicle Expenditures**

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
  - Trip dates
  - Origin and destination addresses of the trip
  - Purpose of the trip and how it relates to the Agreement services
  - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
  - Date and time of travel
  - Origin and destination addresses of the trip and the resulting mileage
  - Purpose of the trip and how it relates to the Agreement services
  - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
  - Parking and toll charges reimbursed
  - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

### **Operating Expenditures (e.g., utilities, office supplies, equipment rentals)**

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.



### Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

### Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that 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 expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

### 3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

CONTRACTOR must not make payments to affiliated organizations or persons for program expenditures (e.g., salaries, services, rent) that exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for such expenditures. 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 (i.e., corporation, partnership, parent company, subsidiary organization, association) 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 lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

### **3.5 Filing**

All relevant supporting documentation for reported revenues and program expenditures must 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

### **3.6 Referencing**

Accounting transactions posted to the CONTRACTOR'S books must 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 cross-referenced to the check issued for payment.

### **4.0 Donations and Other Sources of Revenue**

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) 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 three years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including, but not limited to, those which relate to its operation of each project or business activity, which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be made available upon request at a location within or near 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**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

### **7.0    Subcontracts**

***CONTRACTOR must not subcontract services without the prior written consent of the COUNTY.***

CONTRACTOR must provide COUNTY with copies of all executed subcontracts and must 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.

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

### **B. INTERNAL CONTROLS**

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all 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 must 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 in the accounting records through the use of cost centers or separate accounts.

##### **1.2 Manual 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 or as soon as reasonably possible.

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.

Deposit slips shall be retained in an organized manner, 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 deposit slip and 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 and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

## **2.0 Disbursements**

### **2.1 General**

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

Blank check stock must 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" or withdrawals of 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. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) 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 must 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**

***Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. In the event that 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.

**The petty cash fund must be maintained on an imprest (fixed) basis.**

A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

### **2.4 Credit Cards**

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.

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

All credit card disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements alone 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 the total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs. ***Time estimates alone do not qualify as support for payroll expenditures and will be disallowed upon audit.***

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time 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, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

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)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)



- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

### **Benefit Balances**

Employee benefit balances (e.g., sick time, vacation, personal time) 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 Incentive Compensation**

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

### **3.4 Limitations on Positions and Salaries**

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

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 half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

### **3.5 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, must 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. All other 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 must 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 contract.

### **4.2 Non-Capital Asset Equipment**

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but 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, fax machines, and other portable assets).

### **4.3 Asset Identification and Inventory**

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

Each CONTRACTOR must 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 must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.

### **4.4 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 governmental agencies
  - Buildings and equipment 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.

### **4.5 Rental Costs of Buildings and Equipment**

Rental costs are 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. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- 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. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

### **4.6 Security**

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

### **4.7 Property Management**

The CONTRACTOR must assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with contract funds.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain 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), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) 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 the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance 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 expenditures.

If a CONTRACTOR is unsure of the allowability of any particular type of expenditure, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the expenditure.

### **1.2 Expenditures Incurred Outside the Agreement Period**

Expenditures 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 expenditures 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**

Expenditures must not exceed the maximum limits in the contract budget.

### **1.4 Unspent Program Funds**

CONTRACTOR must 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 Expenditures**

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

Under no circumstances shall allocated expenditures be charged to an extent greater than 100% of actual expenditures or the same expenditure 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.

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 expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

Shared 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 shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for 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 shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

### **2.3 Acceptable Indirect Cost Allocation Methods**

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

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

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

#### **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 expenditures are treated as direct costs. Shared costs, such as depreciation, facility and equipment rentals, facilities maintenance, telephone, and other similar expenditures, 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 expenditures, 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.

### **Negotiated Indirect Cost Rates**

CONTRACTORS 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 with the largest dollar value of Federal awards funded 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 must submit a copy of the approval letter to COUNTY upon request.

### **De Minimis Rate**

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.



### **2.4 Indirect Cost Limitations**

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

### **2.5 Cost Allocation Plan**

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting
  - Fiscal year
  - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
  - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
2. Identify the CONTRACTOR'S direct, shared, 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.

## **D. UNALLOWABLE COSTS**

The Uniform Guidance addresses the allowability of a variety of 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 (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 the Nonprofit 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 of directors, officers, and employees should be comparable to agencies of similar 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's Chief Executive Officer, President, Chief Financial Officer, and 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 CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- 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 must 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 must 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.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles  
Department of Auditor-Controller  
Office of County Investigations,  
500 W. Temple Street, Suite 514  
Los Angeles, CA 90012

**Agency Name**  
**Bank and Account #**  
**For the Month Ended June 30, 202X**

<b>Balance Per Bank Statement</b>			\$ 35,000.00
Add:	Deposit(s) in Transit		\$ 4,000.00
	Bank Service Charge		
	(erroneously posted -- to be reversed next month)		\$ 20.00 [1]
Less:	Outstanding Checks		
	#100	\$ 1,000.00	
	#101	\$ 500.00	
	#102	\$ 500.00	\$ (2,000.00)
	Bank Posting Error (to be reversed next month)		\$ (120.00) [1]
<b>Adjusted Bank Balance</b>			<b><u>\$ 36,900.00</u></b>
<hr/>			
<b>Balance Per Book</b>			\$ 36,950.00
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
<b>Adjusted Book Balance</b>			<b><u>\$ 36,900.00</u></b>

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

[1] Reconciling items.

## Petty Cash Log

January 202X

**Program/Location:** \_\_\_\_\_

**Approved Petty Cash Fund Amount:** \_\_\_\_\_

Date of Transaction	Description of Transaction	Account Code	Cash Out	Amount of Transaction	Cash Received	Balance
<b>Beginning Petty Cash on Hand</b>						<b>\$ 500.00</b>
1/1/202X	Parking	XX-XXX	\$ 10.00	\$ 10.00		\$ 490.00
1/5/202X	Postage	XX-XXX	\$ 10.00	\$ 10.00		\$ 480.00
1/8/202X	Supplies (Posterboard)	XX-XXX	\$ 5.00	\$ 5.00		\$ 475.00
1/12/202X	Replenishment Check #101	XX-XXX			\$ 25.00	\$ 500.00
<b>Total</b>			<b>\$ 25.00</b>	<b>\$ 25.00</b>	<b>\$ 25.00</b>	
<b>Ending Petty Cash on Hand</b>						<b>\$ 500.00</b>

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Petty Cash Custodian Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Petty Cash Log Reviewer Signature

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Date



# APPENDIX B - REQUIRED FORMS

## Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Pricing Sheet
- 11) Line-Item Budget
- 12) Budget Narrative
- 13) Declaration

## **REQUIRED FORMS – EXHIBIT 1**

### **ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>Proposer Name:</b> <a href="#">Click or tap here to enter text.</a>	<b>County Webven Number:</b> <a href="#">Click or tap here to enter text.</a>
<b>Address:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Telephone Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>Email:</b> <a href="#">Click or tap here to enter text.</a>
<b>Internal Revenue Service Employer Identification Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>California Business License Number:</b> <a href="#">Click or tap here to enter text.</a>

<b>1</b>	Select the option that best defines your firm's business structure:  <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	<b>If Corporation or Limited Liability Company (LLC):</b> Legal Name (as stated in Articles of Incorporation): <a href="#">Click or tap here to enter text.</a> State of Incorporation: <a href="#">Click or tap here to enter text.</a> Year of Incorporation: <a href="#">Click or tap here to enter text.</a>  <b>If Limited Partnership or a Sole Proprietorship:</b> Name of proprietor or managing partner: <a href="#">Click or tap here to enter text.</a>  <b>If other:</b> Specify business structure name: <a href="#">Click or tap here to enter text.</a>
<b>2</b>	Is your firm doing business under one or more DBA's?  <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: <a href="#">Click or tap here to enter text.</a>  Country of Registration: <a href="#">Click or tap here to enter text.</a>  Year became DBA: <a href="#">Click or tap here to enter text.</a>
<b>3</b>	Is your firm wholly/majority owned by, or a subsidiary of another firm?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation.  Name of Parent Firm: <a href="#">Click or tap here to enter text.</a>  State of Incorporation or registration of parent firm: <a href="#">Click or tap here to enter text.</a>
<b>4</b>	Has your firm done business under other names within last five (5) years?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change.  Name(s): <a href="#">Click or tap here to enter text.</a>  Year(s) of Name Change: <a href="#">Click or tap here to enter text.</a>

**REQUIRED FORMS – EXHIBIT 1**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

5	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".	<a href="#">Click or tap here to enter text.</a>
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.  <a href="#">Click or tap here to enter text.</a>
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: <a href="#">Click or tap here to enter text.</a> Title: <a href="#">Click or tap here to enter text.</a> Phone: <a href="#">Click or tap here to enter text.</a> Email: <a href="#">Click or tap here to enter text.</a>  Name: <a href="#">Click or tap here to enter text.</a> Title: <a href="#">Click or tap here to enter text.</a> Phone: <a href="#">Click or tap here to enter text.</a> Email: <a href="#">Click or tap here to enter text.</a>  Name: <a href="#">Click or tap here to enter text.</a> Title: <a href="#">Click or tap here to enter text.</a> Phone: <a href="#">Click or tap here to enter text.</a> Email: <a href="#">Click or tap here to enter text.</a>

## **REQUIRED FORMS – EXHIBIT 2**

### **CERTIFICATION OF COMPLIANCE**

Proposer certifies compliance with all programs, policies, and ordinances specified below.

	<b>TITLE</b>	<b>REFERENCE</b>	<b>CERTIFICATIONS</b>
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s 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 (if applicable)</p> <p><a href="#">Click or tap here to enter text.</a></p>	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> 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.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Willing to provide GAIN/START participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b> <a href="#">Click or tap here to enter text.</a></p>

**REQUIRED FORMS – EXHIBIT 3**  
**REQUEST FOR PREFERENCE CONSIDERATION**

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

**OR**

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.204</a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.205</a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#">LACC 2.211</a>

**Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**

## **REQUIRED FORMS – EXHIBIT 4**

### **DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

**REQUIRED FORMS – EXHIBIT 5**  
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 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.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White			%	%	

[illegible]

### Instructions for Completing Exhibit 5 - CBE Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer 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 will be at the Director's sole judgment and their judgment will be final.



## **REQUIRED FORMS – EXHIBIT 6**

### **MINIMUM MANDATORY REQUIREMENTS**

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0 (Minimum Mandatory Requirements), of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.	<input type="checkbox"/>	<input type="checkbox"/>
2	Must be currently operating and have experience providing training on sex trafficking, labor trafficking, and labor trafficking by forced criminality in at least 5 out of the last 7 years.	<input type="checkbox"/>	<input type="checkbox"/>
3	Must have a physical business office located within Los Angeles County at the time of contract execution. (Include the business address).	<input type="checkbox"/>	<input type="checkbox"/>
4	The Prospective contractor must provide evaluation data that demonstrates successful training evaluation outcomes. (provide a data report showing actual outcome data that has already been collected and analyzed.	<input type="checkbox"/>	<input type="checkbox"/>
5	The Prospective contractor has an established automated registration system that tracks in real time the number of registrants by discipline, by training course, number of no-shows, number of attendees by type of training, listing of trainings provided by date, and training evaluation outcomes. (provide name of system/platform, along with the reports that the system/platform generates, without providing any identifying information of attendees)	<input type="checkbox"/>	<input type="checkbox"/>
6	Must have attended the Mandatory Proposers' Conference identified in Paragraph 8.3 (Mandatory Virtual Proposer's Conference).	<input type="checkbox"/>	<input type="checkbox"/>
7	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 (6) months or more from the date of disallowance, unless	<input type="checkbox"/>	<input type="checkbox"/>

	such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.		
8	Proposer may not use subcontractor's experience to meet the Minimum Mandatory Requirements listed above.	<input type="checkbox"/>	<input type="checkbox"/>

## **REQUIRED FORMS – EXHIBIT 7**

### **LIST OF PUBLIC ENTITIES**

**Proposer's Name:** Click or tap here to enter text.

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

#### **PUBLIC AGENCIES**

AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>

  

AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>

  

AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>

## **REQUIRED FORMS – EXHIBIT 8**

### **LIST OF REFERENCES**

**Proposer's Name:** Click or tap here to enter text.

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide four (4) references where the same or similar scope of services was provided.

Proposer may also provide two (2) alternate references in the event that a reference is non-responsive. Please note that **no more than** six (6) references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
REFERENCE 2	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
REFERENCE 3	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
REFERENCE 4	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

**REQUIRED FORMS – EXHIBIT 9**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

*Complete each section below. State “none” if applicable.*

**A. COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: [Click or tap here to enter text.](#)

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[Click or tap here to enter text.](#)

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

[Click or tap here to enter text.](#)

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

[Click or tap here to enter text.](#)

#### **B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

\*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

\*Please attach an additional page, if necessary.

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

#### **C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

#### **COMPANY BIDDERS OR APPLICANTS**

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

#### **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

---

Signature

[Click or tap here to enter text.](#)  
Date



**REQUIRED FORMS – EXHIBIT 9**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

**INDIVIDUAL BIDDERS OR APPLICANTS**

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

[Click or tap here to enter text.](#)  
Date

## **REQUIRED FORMS - EXHIBIT 10**

### **PRICING SHEET**

#### Child Trafficking Training Services

The Contractor will provide CTT services for the period prescribed and in the manner set forth in the Statement of Work. Compensation will be based on a rate per hour listed below.

May 1, 2026 through April 30, 2027

<b>CATEGORY<sup>4</sup></b>	<b>RATE</b>	<b>PROPOSED RATE</b>	<b>HOURS</b>	<b>PROPOSED HOURS ANNUALLY</b>	<b>TOTAL</b>
Training Hours <sup>1</sup> (includes all costs for the training class)	Minimum \$312 per hour		Minimum 214 hours annually		
Training Monitoring	Minimum \$40 per hour		Minimum 200 hours annually		
Training Coordination <sup>2</sup>	Minimum \$82 per hour		Minimum 1314 hours annually		
Curriculum Revisions and Development <sup>3</sup> (estimated at 3 new curriculum)	Minimum \$83 per hour		Minimum 664 hours annually		
Space Costs <sup>3</sup> (if feasible)					
Miscellaneous costs <sup>3</sup> Conference related materials, supplies/equipment, stipends, retreat costs, food, etc.					
<b>Subtotal</b>					
<b>Total (Maximum Annual Amount \$333,333)</b>					

<sup>1</sup>Training schedule must be submitted every 90 days and pre-approved by the County Program Manager (CPM). Hourly rate includes the costs for multiple presenters and may not include travel costs. Travel costs must be pre-approved by the CPM.

<sup>2</sup>The estimated number of hours are based on the training schedule pre-approved by the CPM. The number of hours may be adjusted from the 6:1 training coordination to training hours ratio with approval by the CPM. Training coordination and training hours shall be supported by payroll documentation. Payroll documentation must be available upon request by the CPM.

<sup>3</sup>These costs require prior written (email or letter), pre-approval by the CPM.

<sup>4</sup>The transfer of funds between the Categories is considered a non-material change and is allowable with prior written, by email or letter, pre-approval by the CPM. These changes will be reflected in the Contract through a Change Notice.

<sup>5</sup>Indirect costs are calculated on an FTE basis and include: accounting, IT, utilities, insurance, rent, parking, equipment. Direct expense include: everything up to program supplies. The monthly maximum allowable indirect cost is 10% of the total monthly direct expense. Totals per contract

year from May 1, 2026, through April 30, 2029, may include roll over funds from the prior contract year via change notice.

\*Rounded up to the nearest dollar.

Print Name of Authorized Personnel:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 11**

**LINE-ITEM BUDGET**

**REQUIRED FORMS – EXHIBIT 12**

**BUDGET NARRATIVE**

**REQUIRED FORMS – EXHIBIT 13**

**DECLARATION**

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-12 IS TRUE AND CORRECT.

PRINT NAME: <a href="#">Click or tap here to enter text.</a>	TITLE: <a href="#">Click or tap here to enter text.</a>
SIGNATURE:	DATE: <a href="#">Click or tap here to enter text.</a>

# APPENDIX C, D

## **Appendix**

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

**SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST**

***Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

Proposer/Bidder Name: <u>Click or tap here to enter text.</u>	Date of Request: <u>Click or tap here to enter text.</u>
Solicitation Title: <u>Click or tap here to enter text.</u>	Solicitation No.: <u>Click or tap here to enter text.</u>

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: Click or tap here to enter text. Title: Click or tap here to enter text.

<b><i>For County use only</i></b>
-----------------------------------

Date SRR Request Received by County: <u>Click or tap here to enter text.</u> Date Solicitation Released: <u>Click or tap here to enter text.</u>
--

Reviewed by: <u>Click or tap here to enter text.</u>
--



## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

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 Exhibit J (Charitable Contributions Certification) of Appendix A.

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>

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <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 D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.**