



## **DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

### **REQUEST FOR PROPOSALS (RFP) #24-0634 FOR RESOURCE FAMILY APPROVAL TRAINING SERVICES**

**Prepared By  
County of Los Angeles**

## TABLE OF CONTENTS

<b>PARAGRAPH</b>		<b>PAGE</b>
<b>1.0</b>	<b>SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS .....</b>	<b>1</b>
<b>2.0</b>	<b>INTRODUCTION .....</b>	<b>2</b>
<b>3.0</b>	<b>PURPOSE .....</b>	<b>2</b>
3.1	Statement of Work (SOW).....	2
3.2	Contract: County Terms and Conditions .....	2
<b>4.0</b>	<b>MINIMUM MANDATORY REQUIREMENTS.....</b>	<b>3</b>
<b>5.0</b>	<b>COUNTY'S RIGHTS AND RESPONSIBILITIES .....</b>	<b>4</b>
5.1	Representations Made Prior to Contract Execution .....	4
5.2	Final Contract Award by the Board of Supervisors.....	4
5.3	County's Option to Reject Proposals.....	4
5.4	County's Right to Amend Request for Proposals .....	5
5.5	Background and Security Investigations .....	5
<b>6.0</b>	<b>NOTIFICATION TO PROPOSERS.....</b>	<b>5</b>
6.1	Public Records Act.....	5
6.2	Contact with County Personnel .....	6
6.3	Mandatory Requirement to Register on County's WebVen .....	6
6.4	Protest Policy Review Process.....	6
6.5	Conflict of Interest .....	7
6.6	Determination of Proposer Responsibility .....	7
6.7	Proposer Debarment.....	8
6.8	Improper Considerations .....	9
6.9	County Lobbyist Ordinance .....	9
6.10	Consideration of GAIN/START Participants for Employment.....	10
6.11	Jury Service Program.....	10
6.12	Pending Acquisitions/Mergers by Proposing Company.....	11
6.13	Charitable Contributions Compliance.....	11
6.14	Defaulted Property Tax Reduction Program.....	12
6.15	County's Commitment to Zero Tolerance Policy on Human Trafficking .....	12
6.16	Integrated Pest Management (IPM) Program Compliance.....	13

## TABLE OF CONTENTS

<b>PARAGRAPH</b>		<b>PAGE</b>
6.17	Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT) .....	13
6.18	Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices .....	13
6.19	Prohibition from Participation in Future Solicitation(s) .....	14
6.20	Community Business Enterprise (CBE) Participation .....	14
6.21	Contribution and Agent Declaration .....	14
6.22	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) .....	15
6.23	Compliance with California Senate Bill 525 (Healthcare Minimum Wage Requirements).....	<b>Error! Bookmark not defined.</b>
<b>7.0</b>	<b>COUNTY'S PREFERENCE PROGRAMS</b> .....	<b>16</b>
7.1	Overview of County's Preference Programs .....	16
7.2	Local Small Business Enterprise (LSBE) Preference Program .....	16
7.3	Social Enterprise (SE) Preference Program.....	17
7.4	Disabled Veteran Business Enterprise (DVBE) Preference Program.....	17
7.5	Preference Program Enterprises (PPEs) - Prompt Payment Program .....	18
<b>8.0</b>	<b>BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION</b> .....	<b>18</b>
8.1	Truth and Accuracy of Representations .....	18
8.2	Proposers' Questions .....	18
8.3	Mandatory/Optional Proposers' Conference .....	18
8.4	Preparation of the Proposal.....	19
8.5	Business Proposal Requirements and Evaluation Criteria (____%).....	<b>Error! Bookmark not defined.</b>
8.6	Cost Proposal Requirements and Evaluation (____%) .....	27
8.7	Firm Offer-Withdrawal of Proposal .....	28
8.8	Proposal Submission .....	28
<b>9.0</b>	<b>SELECTION PROCESS OVERVIEW</b> .....	<b>30</b>
9.1	Adherence to Minimum Mandatory Requirements (Pass-Fail) .....	30
9.2	Selection Process .....	30
<b>10.0</b>	<b>PROTEST PROCESS OVERVIEW</b> .....	<b>31</b>
10.1	Solicitation Requirements Review .....	31

## TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
10.2	Disqualification Review .....	32
10.3	Department's Proposed Contractor Selection Review.....	32
10.4	County Independent Review .....	34

## APPENDICES

- A      Contract:** 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>	December 10, 2025
<b>RFP Contact</b>	Thanh Nguyen, <a href="mailto:Nguyet4@dcfs.lacounty.gov">Nguyet4@dcfs.lacounty.gov</a>
<b>Solicitation Requirements Review (SRR) Request Due</b>	December 24, 2025
<b>Virtual Proposer's Conference</b>	January 6, 2026 at 10:00 a.m. (Pacific Standard Time)
<b>Written Questions Due</b>	January 6, 2026, by 4:00 pm (Pacific Standard Time)
<b>Questions and Answers Released via Addendum</b>	On or about January 27, 2026
<b>Proposals Due</b>	12:00 pm (Pacific Standard Time) on February 19, 2026
<b>Anticipated Contract Term</b>	The contract is anticipated to commence on August 1, 2026, or the date of execution, whichever is later.

## **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 that can provide Resource Family Approval Training (RFAT) services. DCFS recruits prospective foster and adoptive families through a variety of methods such as radio, television, print ads, and social media, such as Facebook, staffing community booths, partnering with the faith-based community, and using foster and adoptive parents as ambassadors for the Department.

**2.2** DCFS' vision is that children thrive in safe families and supportive communities. To achieve this vision, DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation, and 5) Equity.

**2.3** These shared values are encompassed in the County's Strategic Plan's Three Goals: North Star 1, Make Investments That Transform Lives; North Star 2, Foster Vibrant and Resilient Communities; and North Star 3, Realize Tomorrow's Government Today; and reflected in the Countywide Prevention Plan.

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

## **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 (Contract) of this RFP.

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

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

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

The contract term is anticipated to be for a period of one (1) year. The contract is anticipated to commence on August 1, 2026, or the date of execution, whichever is later. The County will have the sole option to extend for two additional one-year renewal periods. Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date for a period not to exceed six months from the

last day of the contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract. All terms of the Contract in effect at the time of any extension shall remain in effect for the duration of the extension.

#### **Contract Rates**

The Contractor's rates will remain firm and fixed for the term of the contract.

The anticipated Maximum Annual Contract Amount will be \$1,016,334, financed using 75 percent Federal funds, 17.5 percent State funds, and seven point five percent net County cost. The total cost for the entire contract, including the two one-year options, will be \$3,049,002.

#### **3.2.2 Days of Operation**

The Contractor will be required to provide Resource Family Approval Training Services specified herein and be available to authorized County personnel during normal work hours, which generally are 8:00 AM. To 5:00 P.M., Monday through Friday, except County holidays, or as directed by County Program Manager (CPM). The Contractor is not required to provide services on County recognized holidays.

#### **3.2.3 Indemnification and Insurance**

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (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 (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 (Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- 4.1** Proposer must have three (3) years experience, within the last five (5) years providing adult/parent education and training services with specific focus on child care, parenting, child welfare, education, child/youth development or a related field

equivalent or similar services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).

- 4.2** Proposer must be registered to do business with the office of the California Secretary of State. A certified original copy of the Statement of Information shall be included in the submission of the proposal.
- 4.3** Proposer and its principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contract by any Federal, State or County agency. Proposer must be found clear from County, State and Federal contractor's debarred listings, unless an exception has been authorized by State and Federal regulations.
- 4.4** Proposer must state their willingness to establish an administrative office or branch office in Los Angeles County by the effective date of the Contract.
- 4.5** 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 a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **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**

Contractor shall ensure that the initial and annual criminal clearances and background checks have been conducted for all Contractor's staff and volunteers, prior to beginning and continuing work under any resulting Contract (see Appendix A, Sample Contract, Section 7.5, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor's staff passes or fails the background and criminal clearance investigations.

### **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:** Thanh Nguyen  
**Email:** [Nguyet4@dcfs.lacounty.gov](mailto:Nguyet4@dcfs.lacounty.gov)  
And copy  
[rfatrfp24-0634@dcfs.lacounty.gov](mailto:rfatrfp24-0634@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.

## **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 (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 with the Registry of Charitable Trusts, which is maintained by the California Attorney General's Office. The 2004 Nonprofit Integrity Act, as approved and codified in California Government Code, Sections [12580-12599.10](#), 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 (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 (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](#). Additionally, on February 27, 2024, the County adopted Los Angeles County Code [Chapter 8.300](#) (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.
- 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](#) and [Chapter 8.300](#) of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Contract.

**6.18.3** Further, Contractors are required to comply with the requirements under [Section 12952](#) and Los Angeles County Code [Chapter 8.300](#) 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 \$500 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 \$500 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 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)**

**6.22.1** Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Proposer's response to this RFP, Proposer must submit a certification, as set forth in Exhibit 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a proposal response to this RFP identify prospective Subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

**6.22.2** Failure to provide the required certification may eliminate Proposer's response to RFP from consideration.

**6.22.3** In the event that Proposer and/or its Subcontractor(s) is or are unable to provide the required certification, Proposer instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFP.

**6.22.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the proposal response to this RFP is appropriate under the federal law.

## **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 Economic Opportunity (DEO) website at:[https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).

**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 the County prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).
- 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 County 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 the County, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DEO at [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).
- 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 County 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 the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).
- 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 County 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 [rfatrfp24-0634@dcfs.lacounty.gov](mailto:rfatrfp24-0634@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 Proposers' Conference**

A Virtual Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential Proposers. The conference is scheduled as follows:

Date: Tuesday, January 6, 2026

Time: 10:00 A.M. (Pacific Standard Time)

## Click Here To Join Meeting

Please ensure you check the DCFS website at:  
<http://contracts.dcfs.lacounty.gov> for Event Invitation link.

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

Each proposal submitted must be comprised of five (5) electronic files in Portable Document Format (PDF). The five (5) electronic PDF files must be submitted via electronic mail (e-mail) to [rfatrfp24-0634@dcfs.lacounty.gov](mailto:rfatrfp24-0634@dcfs.lacounty.gov) by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Requirements). All proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected as nonresponsive without review at the County's sole discretion.

**8.4.1** All proposals must be submitted via e-mail in the prescribed format below:

- 8.4.1.1** Proposers must include five (5) electronic PDF files in their proposal submission e-mail(s) as follows:
  - 1) Business Proposal (Narrative, Required Forms, Exhibit 12);
  - 2) Cost Proposal (Required Forms, Exhibit 13 and Exhibit 14);
  - 3) Three (3) years Financial Statements;
  - 4) Required Forms (Exhibits 1 through 15); and
  - 5) Corporate Documents
- 8.4.1.2** The electronic files must be titled as follows: RFATRFP24-0634, the organization's name, and identify the files listed as (i.e. RFATRFP24-0634, ABC Agency, Business Proposal).
- 8.4.1.3** Each page must be clearly and consecutively numbered within each electronic file.
- 8.4.1.4** Proposers should plan for any delays or computer system failure, and avoid submitting proposals at minimum 30 minutes before the deadline. Any proposal(s) received after 12:00 PM on February 19, 2026, will be immediately rejected.
- 8.4.1.5** Proposers must set up a delivery receipt for each of their email submissions. Proposers must keep their delivery receipts and acknowledgment emails from DCFS for their records

### **8.5 Business Proposal Requirements and Evaluation Criteria (70%)**

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) (15%)**

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) (5%)**

Describe the agency's background and experience in providing services equivalent or similar to the services identified in RFP, Exhibit A, Statement of Work (SOW).

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.

**8.5.3.2 Proposer's List of References (Section B.2) (5%)**

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 three (3) references where the same or similar scope of services was provided to demonstrate that the Proposer meets the Minimum Mandatory Requirements identified in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP. References must not include Los Angeles County Department of Children and Family Services Personnel.

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

made to reach a Proposer's reference during the business hours of Monday through Friday, from 8:00 a.m. to 5:00 p.m.

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.

#### **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 (3) 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.

##### **8.5.3.3 Proposer's Financial Capability (Section B.3) (5%)**

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior three (3) fiscal years financial statements. At least one (1) of the financial statements must be an audited financial statement within eighteen (18) months old at the time of the proposal submission for this RFP. 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.

##### **8.5.3.4 Proposer's Pending Litigation and Judgments (Section B.4)**

The County will conduct a review of Proposer's pending litigation and judgements. 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) (40%)**

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).

Proposals responding to this RFP must address ALL these outlined required elements and include the following:

- 8.5.4.1** Proposer must describe how their agency will facilitate trainings.
- 8.5.4.2** Proposer must describe their contract staffing plan, including how they will ensure the Master Trainer and Training Teams meet the education and experience requirements and how their agency will ensure the annual training requirements.
- 8.5.4.3** Proposer must describe how they will provide initial training in the RFAT curriculum to any new training team members as well as, at least annually, regarding the RFAT curriculum to the experienced training team.
- 8.5.4.4** Proposer must describe how they will provide the RFA Pre-Approval and Pre-Placement Training series with English and Spanish modules using DCFS' approved curriculum; with varied scheduled dates and times during the evenings, Monday through Thursday, and on weekends, at least 15 days prior to the anticipated start date of the first training series, and training format.
- 8.5.4.5** Proposer must describe how they will offer/arrange Cardio Pulmonary Resuscitation (CPR) certification training and First Aid certification training, which meet the RFA standards for applicants, in each of the eight Service Planning Areas with varied dates and times to a minimum of 15 people per class, and training format.

- 8.5.4.6** Proposer must describe how they will ensure that the training modules consist of no less than 20 participants and no more than 30 participants.
- 8.5.4.7** Proposer must describe how they will conduct preparation meetings with the training team no less than seven (7) days before the start of RFA Pre-Approval Training Module One to discuss the training curriculum and their respective training roles throughout the training series.
- 8.5.4.8** Proposer must describe how they will ensure that the training locations are physically located in each Service Planning Area are available in each service area within 30 days of the contract start date.
- 8.5.4.9** Proposer must describe how they will offer the proposed RFA Training modules at multiple locations to accommodate potential resource families which include: sites easily accessible by public transportation; safe and convenient parking accommodating up to 35 adults; set up with tables and chairs in a U-shape or semicircle; and clean and operable restroom facilities.
- 8.5.4.10** Proposer must describe how they will maximize module enrollment and ensure that 25% of modules are in Spanish; how the proposer will provide translators for participants that speak languages other than English and Spanish.
- 8.5.4.11** Proposer must describe how they will develop a training evaluation to gather feedback and measure the effectiveness and the quality of the RFA Training series, trainers, training facilities, etc.; at the last module of the series and incorporate the feedback to improve quality of service and make improvements.
- 8.5.4.12** Proposer must describe how they will develop and submit the Monthly Activity and Annual reports

#### **8.5.5 Proposer's Quality Control Plan (Section D) (15%)**

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 (Contract).

**8.5.5.1** Proposers responding to this RFP must address ALL of its outlined required elements, which must also include how the proposer will perform the following:

- Activities to be monitored to ensure compliance with all contact 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.

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

**8.5.5.2** 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.

**8.5.5.3** Section D 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.

**8.5.5.4** 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.

**8.5.6      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 (Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (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 (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 (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 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)  
Exhibit 11 Declaration

**Business Proposal**

Exhibit 12 Business Proposal Narrative

### **Cost Proposal**

Exhibit 13 Line Item Budget

Exhibit 14 Budget Narrative

Exhibit 15 Proposer's Involvement in Litigation and Contract Compliance Difficulties

#### **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%)**

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on 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 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. Cost proposal prices must be firm and fixed for the RFA program during the term of the contract. There will no cost-of-living adjustments during the term of the contract.

#### **8.6.1 Evaluation of Cost**

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.

Evaluation of the Line Item Budget and Budget Narrative will be conducted to ensure computations are correct and explanations/descriptions of cost demonstrate how the Proposer will fulfill the requirements of the Contract.

**8.6.1.1** The number of points assigned to the evaluation of the Cost Proposal will be determined based on the total proposed annual cost on Exhibit 13 (Price Sheet) in Appendix B (Required Forms).

**8.6.1.2** Instructions for completing the Cost Proposal are as follows:

- 1) A Cost Proposal must be submitted for services that are being proposed.
- 2) Proposer must furnish all personnel, labor and materials necessary for RFA. Work must be done for the period prescribed and the manner set forth in the RFA Statement of Work.
- 3) The Cost Proposed must be inclusive of direct and indirect cost of providing service(s).
- 4) Exhibit 13 (Line Item Budget) and Exhibit 14 (Budget Narrative) must reflect how the Proposer arrived at the total price.

#### **8.6.2 Preference Points**

Should one or more of the Proposers request and be granted the preference, under the County's applicable preference programs, 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:

Five (5) electronic PDF files for the Business Proposal and a Cost Proposals must be submitted via electronic mail (email) to [RFATRFP24-0634@dcfs.lacounty.gov](mailto:RFATRFP24-0634@dcfs.lacounty.gov) by 12:00 noon on February 19, 2026. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

**8.8.1** Proposals must include a total of five (5) separate electronic PDF files for each submission. Proposals must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via email as follows:

**To:** [RFATRFP24-0634@dcfs.lacounty.gov](mailto:RFATRFP24-0634@dcfs.lacounty.gov)

**Subject:** Proposal for RFAT RFP #24-0634, Proposer's Name

**8.8.1.1** Proposals must state the title of the RFP (RFATRFP24-0634), and the organization's name. All proposals must be submitted via email in the prescribed format below:

**8.8.1.2** Proposers must submit five (5) electronic PDF files in their proposal submission email as follows:

- 1) Business Proposal (Narrative, Required Forms, Exhibit 12);
- 2) Cost Proposal (Required Forms, Exhibit 13 and Exhibit 14);
- 3) Three (3) years of Financial Statements;
- 4) Required Forms (Exhibits 1 through 15);
- 5) Corporate Documents

**8.8.1.3** Each page must be clearly and consecutively numbered within each electronic file.

**8.8.1.4** Proposers should plan for any delays or computer failures and avoid submission of proposals at minimum 30 minutes before the deadline. Any proposal(s) received after 12:00 pm on February 19, 2026, will be immediately rejected.

**8.8.1.5** Proposers must ensure that delivery receipts are included with each of their emails when submitting their proposals. Proposers must keep delivery receipts and acknowledgment email from DCFS for their records.

**8.8.2** No hard copies delivered in person or facsimile (faxed) responses will be accepted. All proposal documentation must be attached, not linked.

**8.8.3** The Business Proposal must be in searchable Adobe PDF format (Required Forms, Exhibit 12), with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. Proposer 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

**8.8.4** 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.

**8.8.5** All proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) 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. For this RFP, the SRR is due by 5:00 PM (Pacific Standard Time) on December 24, 2025.
- 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. Proposers that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

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**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR RESOURCE FAMILY APPROVAL TRAINING SERVICE**



## TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
<b>RECITALS.....</b>		<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS.....</b>		<b>2</b>
<b>2.0 DEFINITIONS .....</b>		<b>2</b>
2.1 Standard Definitions.....		2
<b>3.0 WORK .....</b>		<b>3</b>
<b>4.0 TERM OF CONTRACT.....</b>		<b>4</b>
<b>5.0 CONTRACT SUM.....</b>		<b>4</b>
5.1 Total Contract Sum .....		4
5.2 Written Approval for Reimbursement .....		4
5.3 Notification of 75% of Total Contract Sum.....		4
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....		5
5.5 Invoices and Payments .....		5
5.6 Cost of Living Adjustments (COLA's) .....	<b>Error! Bookmark not defined.</b>	
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer .....		8
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY.....</b>		<b>8</b>
6.1 County's Administration .....		8
6.2 County's Project Director.....		8
6.3 County's Project Manager.....		9
6.4 County's Project Monitor .....		9
6.5 County's Contract Analyst.....		9
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR .....</b>		<b>9</b>
7.1 Contractor's Administration .....		9
7.2 Contractor's Project Manager.....		9
7.3 Approval of Contractor's Staff .....		10
7.4 Contractor's Staff Identification .....		10
7.5 Background and Security Investigations .....		10
7.6 Confidentiality.....		11
<b>8.0 STANDARD TERMS AND CONDITIONS .....</b>		<b>12</b>
8.1 Amendments .....		12

## TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
8.2	Assignment and Delegation/Mergers or Acquisitions .....	12
8.3	Authorization Warranty.....	13
8.4	Budget Reductions .....	13
8.5	Complaints .....	13
8.6	Compliance with Applicable Laws .....	14
8.7	Compliance with Civil Rights Laws.....	15
8.8	Compliance with the County's Jury Service Program.....	15
8.9	Conflict of Interest .....	17
8.10	Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List.....	17
8.11	Consideration of Hiring GAIN/START Participants.....	17
8.12	Contractor Responsibility and Debarment.....	18
8.13	Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law .....	20
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	20
8.15	County's Quality Assurance Plan .....	21
8.16	Damage to County Facilities, Buildings or Grounds .....	21
8.17	Employment Eligibility Verification.....	21
8.18	Counterparts and Electronic Signatures and Representations.....	22
8.19	Fair Labor Standards .....	22
8.20	Force Majeure .....	22
8.21	Governing Law, Jurisdiction, and Venue .....	23
8.22	Independent Contractor Status .....	23
8.23	Indemnification .....	23
8.24	General Provisions for all Insurance Coverage .....	24
8.25	Insurance Coverage.....	28
8.26	Liquidated Damages .....	29
8.27	Most Favored Public Entity.....	30
8.28	Nondiscrimination and Affirmative Action .....	30
8.29	Non Exclusivity.....	32
8.30	Notice of Delays .....	32

## TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
8.31	Notice of Disputes .....	32
8.32	Notice to Employees Regarding the Federal Earned Income Credit .....	32
8.33	Notices .....	32
8.34	Prohibition Against Inducement or Persuasion.....	32
8.35	Public Records Act.....	33
8.36	Publicity.....	33
8.37	Record Retention and Inspection-Audit Settlement.....	34
8.38	Recycled Bond Paper .....	35
8.39	Subcontracting .....	35
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	36
8.41	Termination for Convenience .....	36
8.42	Termination for Default.....	37
8.43	Termination for Improper Consideration.....	38
8.44	Termination for Insolvency .....	38
8.45	Termination for Non-Adherence of County Lobbyist Ordinance .....	39
8.46	Termination for Non-Appropriation of Funds .....	39
8.47	Validity.....	39
8.48	Waiver.....	39
8.49	Warranty Against Contingent Fees .....	39
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	40
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	40
8.52	Time Off for Voting .....	40
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking .....	40
8.54	Integrated Pest Management (IPM) Program Compliance.....	41
8.55	Compliance with Fair Chance Employment Hiring Practices.....	41
8.56	Compliance with the County Policy of Equity .....	41
8.57	Prohibition from Participation in Future Solicitation(s).....	41
8.58	Injury and Illness Prevention Program .....	41

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	42
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>43</b>
9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....	Error! Bookmark not defined.
9.2 Ownership of Materials, Software and Copyright .....	43
9.3 Patent, Copyright and Trade Secret Indemnification	Error! Bookmark not defined.
9.4 Data Destruction .....	Error! Bookmark not defined.
9.5 Information Security and Privacy Requirements ...	Error! Bookmark not defined.
9.6 Contractor's Charitable Activities Compliance.....	44
9.7 Local Small Business Enterprise (LSBE) Preference Program .....	44
9.8 Social Enterprise (SE) Preference Program.....	45
9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	46
9.10 Organic Waste Recycling .....	Error! Bookmark not defined.
9.11 Procurement of California Health and Safety Code § 39730.5 et seq. Compliant Compost and Mulch .....	Error! Bookmark not defined.
9.12 Edible Food Donation.....	Error! Bookmark not defined.
9.13 Compliance with County's Women in Technology Hiring Initiative .....	Error! Bookmark not defined.
9.14 Reduce Single-Use Plastics .....	Error! Bookmark not defined.
9.15 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements .....	Error! Bookmark not defined.
9.16 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations .....	Error! Bookmark not defined.
9.17 Compliance with the Assembly Bill 1978 (AB 1978) - Property Service Workers Protection Act .....	Error! Bookmark not defined.
9.18 Digital Accessibility Requirements .....	Error! Bookmark not defined.
<b>10.0 Survival.....</b>	<b>46</b>

## STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Line Item Budget and Budget Narrative

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
C County's Administration	
D Contractor's Administration	
E Form(s) Required at the Time of Contract Execution	
E1 Contractor Acknowledgement and Confidentiality Agreement	
E2 Contractor Employee Acknowledgement and Confidentiality Agreement	
E3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement	
F Information Security and Privacy Requirements	

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
RESOURCE FAMILY APPROVAL TRAINING SERVICES**

This Contract ("Contract") made and entered into on \_\_\_\_\_, 2026 ("Execution Date") by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

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

WHEREAS, the Contractor is a public governmental entity or non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501 (c) (3) of the Internal Revenue Code, specializing in providing Resource Family Approval Training Services; and

WHEREAS, County has determined that the services to be provided under this are needed in order to train prospective foster and adoptive parents to become successful caregivers to children under the care and supervision of the Department of Children and Family Services and assist prospective parents with the licensing approval process; and

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

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 J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency 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 Line Item Budget and Budget Narrative
- Exhibit C County's Administration
- Exhibit D Contractor's Administration
- Exhibit E Forms Required at the Time of Contract Execution
- Exhibit F Information Security and Privacy Requirements

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 Project 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 Project Manager.

**2.1.7 County's Project 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://lacity.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.

**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 contract is anticipated to commence on July 1, 2026, or the date of execution, 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 for up to two (2) additional one (1) year periods, for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the Director of DCFS or designee as authorized by the Board of Supervisors. The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor sixty (60) days prior to the expiration of the contract term, for a period not to exceed six (6) months beyond stated expirations date on a month-to-month basis, if such time is necessary to complete the negotiation or solicitation of a new contract.
- 4.3** The County maintains a database that tracks/monitors 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.
- 4.4** The Contractor must notify Department when this Contract is within six (6) 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 C (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum is \$\_\_\_\_\_.

### **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 C (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 Attachments) 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 (Item Budget and Budget Narratives). 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 (2) copies to the following address:

County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting Services, Contract Accounting Unit  
510 South Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020  
[ContractInvoices@dcfs.lacounty.gov](mailto:ContractInvoices@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 Project 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.

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.

Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month thirty (30) days after the last of the month the services were rendered shall constitute as "past due invoice". Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames will also apply to the submission of the Contractor's final invoice.

Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.

Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.

In compliance with the Internal Revenue Services (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.

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, 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 exceed 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.

Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year and Contractor agrees that the County had no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract sum for said Contract year.

**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 in 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.

County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Line Item Budget and Budget Narrative, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.

Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit B – Contractor's Line Item Budget and Budget Narrative. 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 will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or reallocation of the Budget, or a material change to the Scope of Work, Contractor must amend the Budget consistent with the changes and submit the Budget to the County Program Manager for approval.

Contractor, without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must request County's approval in writing for Line Item Budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must

not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

Contractor must limit administrative and indirect costs to ten percent (10%) of the total expenditures of the contract funds.

## **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 C (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 Project Manager**

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

**6.3.1** Meeting with the Contractor's Project 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 Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

**6.4 County's 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 Project 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. The County's Contract Analyst reports to the County's Project Director.

## **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 D (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

**7.2 Contractor's Program Manager**

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

**7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project 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 Project Manager.

### **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. All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

**7.4.1** Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

**7.4.2** Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

**7.4.3** If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

### **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.

**7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be 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.

- 7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4** These terms will also apply to subcontractors of County contractors.
- 7.5.5** 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 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). Additionally, 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 DCFS Director or their designee.
- 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 Director or their 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 their designee.

### **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 thirty (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 (5) 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 (5) 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 Project Manager of the status of the investigation within five (5) 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 Project Manager within three (3) 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 (12) 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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 Who 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

The County may debar a contractor if the Board 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 (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 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 (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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 and Notice to its Employees of the Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English](#)/[Spanish](#)/[Chinese](#)/[Korean](#)) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at [babysafela.org](http://babysafela.org).

### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

**8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and 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 thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs 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 fifty thousand dollars (\$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  
Department of Children and Family Services  
Contracts Administration Division  
[contractorinsurance@dcfs.lacounty.gov](mailto:contractorinsurance@dcfs.lacounty.gov)

And copy

Attention: Sose Badoyan, Contract Analyst

[BadoyS@dcfs.lacounty.gov](mailto:BadoyS@dcfs.lacounty.gov)

- 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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance 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 effectuate 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.

### **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 The parties hereby agree that under the current circumstances a reasonable estimate of such will be agreed upon at such time 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 Civil Rights Department 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 Project 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 Project 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 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 C (County's Administration) and D (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.

**8.34 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.

### **8.35 Public Records Act**

**8.35.1** 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 8.37 (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 except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) 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.

**8.35.2** 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.

### **8.36 Publicity**

**8.36.1** 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.

**8.36.2** 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 8.36 (Publicity) will apply.

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

**8.37.1** 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.

**8.37.2** 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 thirty (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).

**8.37.3** 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.

**8.37.4** 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 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.

### **8.39 Subcontracting**

**8.39.1** 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.

**8.39.2** 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.

**8.39.3** 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.

**8.39.4** 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.

**8.39.5** 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.

**8.39.6** 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.

**8.39.7** 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.

**8.39.8** 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  
Resource Family Approval Training Program Manager  
510 South Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

**8.40 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 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

**8.41 Termination for Convenience**

**8.41.1** 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 effectuated 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.

**8.41.2** 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.

**8.41.3** 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 8.37 (Record Retention and Inspection-Audit Settlement).

## **8.42 Termination for Default**

**8.42.1** 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 (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.42.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, 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.

**8.42.3** 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 8.42.2 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.

**8.42.4** If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the

County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

**8.42.5** The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 Termination for Improper Consideration**

**8.43.1** 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.

**8.43.2** 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/>.

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

#### **8.44 Termination for Insolvency**

**8.44.1** 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 sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.44.2** The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 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.

#### **8.46 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.

#### **8.47 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.

#### **8.48 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.

#### **8.49 Warranty Against Contingent Fees**

**8.49.1** 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.

**8.49.2** 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.

**8.50 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](#).

**8.51 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 8.50 "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](#).

**8.52 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 (10) 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](#).

**8.53 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.

**8.54 Intentionally Omitted**

**8.55 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](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**8.56 Compliance with the County Policy of Equity**

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

**8.57 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.

**8.58 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.

**8.59 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 \$500 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 Intentionally Omitted**

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

- 9.2.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Contractor's Charitable Activities Compliance**

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. 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](#))

**9.6 Local Small Business Enterprise (LSBE) Preference Program**

**9.6.1** 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](#).

**9.6.2** 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.

**9.6.3** 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.

**9.6.4** 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 (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).

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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

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

**9.7.1** 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](#).

**9.7.2** 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.

**9.7.3** 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.

**9.7.4** 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

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

**9.8.1** 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](#).

**9.8.2** 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.

**9.8.3** 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.

**9.8.4** 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

## **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 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 10.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**COUNTY OF LOS ANGELES**

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

Brandon T. Nichols, Director  
Department of Children  
and Family Services

**CONTRACTOR**

Contractor Name

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

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

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

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY  
COUNSEL

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_

Senior Deputy County Counsel

## **APPENDIX B**

### **STATEMENT OF WORK**

### **COUNTY OF LOS ANGELES**

### **DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

### **RESOURCE FAMILY APPROVAL TRAINING SERVICES**

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
  
**RESOURCE FAMILY APPROVAL TRAINING SERVICES**  
**STATEMENT OF WORK**

**TABLE OF CONTENTS**

<u>Section Number and Title</u>	<u>Page</u>
<b>SECTION A</b>	
1.0 PREAMBLE .....	1
<b>SECTION B – PROJECT FOUNDATION</b>	
2.0 OVERVIEW .....	2
3.0 DEFINITIONS .....	3
4.0 TARGET POPULATION .....	6
5.0 COUNTY'S RESPONSIBILITIES .....	6
6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES .....	7
7.0 CONTRACTOR'S STAFF: REQUIREMENTS AND QUALIFICATIONS .....	8
8.0 HOURS AND HOLIDAYS .....	12
<b>SECTION C – SERVICE DESCRIPTION</b>	
9.0 SCOPE OF WORK .....	13
<b>SECTION D - REPORTS</b>	
10.0 REPORTS .....	23
11.0 QUALITY ASSURANCE MONITORING .....	23
12.0 GREEN INITIATIVES .....	24
13.0 DATA COLLECTION .....	24
14.0 PROGRAM OUTCOMES .....	25
<b>STATEMENT OF WORK EXHIBITS</b>	
Exhibit A-1 Performance Requirements Summary	
Exhibit A-2 Pricing Schedule	
Exhibit A-3 Line Item Budget and Narrative	
Exhibit A-4 DCFS – Service Planning Areas	
Exhibit A-5 Sample Formats for Monthly Activity Reports	
Exhibit A-6 Quality of Life in Out of Home Care Policy	
Exhibit A-7 Training Curriculum Learning Objectives	
Exhibit A-8 Requirement to Report Child Abuse	
Exhibit A-9 Discipline Policy Acknowledgment	
Exhibit A-10 Affirming Caregiver Flyer	
Exhibit A-11 Pre-Approval Training Participant Interim Evaluation Form	
Exhibit A-12 Pre-Approval Training Participant Final Evaluation Form	

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

- Exhibit A-13 Pre-Placement Training Participant Interim Evaluation Form
- Exhibit A-14 Pre-Placement Training Participant Final Evaluation Form
- Exhibit A-15 Pre-Approval Training Evaluation Survey
- Exhibit A-16 Pre-Placement Training Evaluation Survey
- Exhibit A-17 Integrated Core Practice Model
- Exhibit A-18 User Complaint Report

# **RESOURCE FAMILY APPROVAL TRAINING SERVICES**

## **STATEMENT OF WORK**

### **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 Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient, high quality, and culturally competent public services that meet the needs of marginalized and underserved communities, and promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; 4) Customer Orientation; and 5) Equity.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting agencies.

#### **COMMITMENT TO EQUAL ACCESS**

Equal access sits at the center of everything we do and threads throughout all of our bodies of work. Thereby, we believe creating a culture of safety, equitable access, and community ensures improved service delivery and positive outcomes for children, youth, families, and the communities where they reside. DCFS is dedicated to addressing the needs of underserved and marginalized populations by ensuring equitable access for all children, youth and families.

The Resource Family Approval Training contractors must commit to these goals.

## **SECTION B – PROJECT FOUNDATION**

### **2.0 Overview**

**2.1** The Los Angeles County Department of Children and Family Services (DCFS) in order to provide safe, stable, and culturally supportive homes for children who are removed from their families of origin, must recruit, train, and support families as they proceed through the process of becoming a resource and/or adoptive parent. Consistent with the continuum of care and the DCFS Shared Core Practice Model, Exhibit A-17, which ensures that the physical, social, and emotional needs of the children are met in a safe and nurturing environment.

#### **2.2 RFA Pre-Approval and Pre-Placement Training**

DCFS provides training to potential Resource Families through its Resource Family Recruitment and Approval Division. DCFS has the responsibility to recruit and oversee the training to potential Resource Families, conduct orientations, and approve the homes of applicants seeking placements for children and youth placed under its care and supervision.

**2.2.1** The requirements of the Continuum of Care Reform and the Adoption and Safe Families Act (ASFA), mandate that child placing (or Child Welfare) agencies prepare potential Resource Families to work as team members.

**2.2.2** The Pre-Approval and Pre-Placement trainings support five core competencies to help Resource Families develop and enhance the ability to promote child safety, permanence, and well-being:

- a) Meet the developmental and well-being needs of children and youth coming into care, or being adopted through foster care;
- b) Meet the safety needs of children and youth coming into care, or being adopted through foster care;
- c) Support alliance building with parents of children in foster care;
- d) Support concurrent planning for permanency; and
- e) Meet their family's needs in ways that assure that a child's safety and well-being needs are met.

**2.2.3** Concurrent planning shows that permanency is best achieved when a child returns to a birth parent who can safely care for the child and calls for intensive family reunification services. However, concurrent planning also demonstrates that not all children will be able to return home and allows Children's Social Workers (CSWs) to

simultaneously work toward alternate permanent plans, such as adoption and legal guardianship, for children in the event that reunification efforts are unsuccessful. Concurrent planning facilitates adoption, legal guardianship and Kin-GAP.

- 2.2.4** The RFA Pre-Approval and Pre-Placement training provide an experiential training that prepares potential Resource Families to make a decision about their ability, willingness and readiness to participate in foster care and adoptive programs, as well as to determine their desire and ability to work as partners in permanency planning. Permanency planning is the service provided to achieve legal permanence for a child when efforts to reunify have failed and the court terminates family reunification services.
- 2.2.5** Each RFA Pre-Approval and Pre-Placement training series is taught by a two-member team, consisting of one Contractor Trainer and one experienced resource/adoptive parent under the employ of the Contractor. All team members must be certified to facilitate the RFA curriculum by participating in the RFA Training-4-Trainers facilitated by DCFS. The RFA Pre-Approval and Pre-Placement curriculum (see Exhibit A-7 for curriculum learning objectives) is designed to provide knowledge and skills to potential Resource Families to become successful caregivers to children placed under their care and supervision by DCFS CSWs. Potential Resource Families must be approved by DCFS for placement. Resource Families are required to complete RFA training before the placement of any child or children in their homes. This Statement of Work (SOW) further explains the services required.

### **3.0 Definitions**

The following words defined for this Statement of Work (SOW) are for reference only and are not intended to solely define the scope of any provision herein. The following words and phrases must be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used.

- 3.1 Annual RFA Training-4-Trainers (Annual T-4-T)** – a yearly refresher for RFA Trainers, includes enhancements and changes to the Written Directives.
- 3.2 Adoptive Parent** – a person(s) who has adopted, or is in the process of adopting a child or children.
- 3.3 Adoption and Safe Family Act (ASFA)** – the Congressional enactment to assure the safety of children known to the child welfare system; to expedite permanency, and to provide States with more options to achieve permanency.

- 3.4 Birth Parent** – the biological parent of a child.
- 3.5 Certified Resource Parent(s)** – a family and their home approved by a licensed foster family agency (FFA) for its exclusive use.
- 3.6 Children's Social Worker (CSW)** – social worker with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.7 Community Partner** – a non-government organization that will work cooperatively together with DCFS to meet their goals of safety, well-being and permanence.
- 3.8 Compliance** – for this Contract, following the rules and regulations of the State of California Community Care Licensing Division (CCLD) and/or DCFS and has not received substantiated violations or a pattern of violations against their license.
- 3.9 Concurrent Planning** – the setting up of an alternative permanent plan (adoption, legal guardianship, or long-term foster care) while at the same time providing Family Reunification Services for a dependent child.
- 3.10 Foster Family Agency (FFA)** – non-profit organization licensed by the State of California to recruit, certify, train and provide professional support to their certified resource parents and the DCFS foster children in their care.
- 3.11 Geographic Area** – the contracted area for service provision that is defined as North, South, East, and West and comprised of two Service Planning Areas (SPAs) each.
- 3.12 Initial RFA Training-4-Trainers (Initial T-4-T)** – the training provided to new RFA Trainers and RFA Parent Trainers by DCFS or someone approved by DCFS to train.
- 3.13 Kin-GAP** – a specific type of Legal Guardianship available to kin or family of the child, when the Dependency case is terminated.
- 3.14 Legal Guardianship** – a person appointed by the Los Angeles County Superior Court which grants legal custody and responsibility for a child.
- 3.15 Legal Permanence** – an order from dependency court granting a child(ren) permanent residency in the home of parent, adoptive parent or relative legal guardian.
- 3.16 Master Trainer** – a trainer who prepares the RFA Training Teams prior to the training series.

**3.17 Module** – a session in the RFA Pre-Approval and Pre-Placement training curriculum series.

**3.18 Non-Relative Extended Family Member (NREFM)** – individual with custody of child(ren) who is providing foster care under formal or informal circumstances.

**3.19 Permanence** – the concept of permanency is predicated upon a belief that children grow best in stable, culturally supportive, nurturing families, and recognizes the primacy of biological families and the importance of parent-child attachment.

**3.20 Recruitment Event** – a gathering where potential Resource Families can be recruited.

**3.21 Resource Family Approval (RFA) Program** – the single process for approving families for foster care, legal guardianship, and adoption as per the RFA Written Directives 8.0.

**3.22 Resource Family Approval Written Directives (Written Directives)** – the California Department of Social Services guide pursuant to Welfare and Institutions Code, Section 16519.5(f)(10) that administers the Resource Family Approval Program operated by Counties.

**3.23 Resource Family** – potential or approved foster or adoptive care providers who are prepared for concurrent planning, foster care and adoption and includes kinship relatives or non-relative care providers.

**3.24 RFA Parent Trainer** – a Resource Family who is a co-trainer for the RFA Pre-Approval and Pre-Placement modules.

**3.25 RFA Pre-Approval Training** – a comprehensive 12-hour training program designed to provide Resource Families with a firm foundation of knowledge, skills and attitudes regarding foster care and adoption, as well as enhance their ability to care for the children placed in their homes.

**3.26 RFA Pre-Placement Training** – the 8-hour training DCFS requires for placement of a child and meets the 1<sup>st</sup> annual training requirement.

**3.27 RFA Trainer** – a person employed by the Contractor approved by DCFS to provide Pre-Approval and Pre-Placement Training to Resource Families.

**3.28 RFA Training Curriculum** – the training handouts and materials provided by DCFS to the Contractor. The curriculum is a predetermined set of readings, exercises and videos, set forth by the state, to reflect the information, learning objectives and expectations of resource families as described in the RFA Written Directives.

- 3.29 RFA Training Participants** – potential Resource Families that have completed an informational orientation as well as enrolled in and/or attended the first module of the RFA training series.
- 3.30 RFA Training Series** – any complete set or sets of either the RFA Pre-Approval or RFA Pre-Placement trainings.
- 3.31 RFA Training Team** – comprised of the Contractor's RFA Trainer and the experienced Resource Parent Trainer.
- 3.32 Service Planning Area (SPA)** – a specific geographic region within Los Angeles County.
- 3.33 SOGIE** – acronym for Sexual Orientation, Gender Identity, and Expression. It refers to the various aspects of a person's identity that makes them who they are. It's important to remember that everyone has a SOGIE.
- 3.34 Training Site** – the facility and location where the trainings are conducted.

## **4.0 Target Population**

- 4.1** The target population for RFA Training services is: Individuals and Families residing in the County of Los Angeles, who desire to become qualified as a Resource Family (Foster and Adoptive Parents) to a Los Angeles County dependent child. A Resource Family will support the goal of family reunification and, when reunification is not possible, and be approved to provide legal permanence for a child.

Target population must be trained to know that neither foster nor probation youth must be subject to discrimination or harassment on the basis of race, primary language, culture, actual or perceived sexual orientation, gender identity, and gender expression (SOGIE). Resource families are expected to work with diverse populations of youth and develop cultural competency relating to SOGIE. Prospective resource parents must be trained to address youth by their chosen name and any pronoun(s) they identify with.

## **5.0 County's Responsibilities**

- 5.1** County must designate a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor's Project Director (CPD).
- 5.2** CPM must be responsible for the management and provision of training in the RFA curriculum to the training team including, RFA training, and other RFA related training.

- 5.3** Overall project coordination between Contractor and County must be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.
- 5.4** CPM has full authority to monitor and evaluate the Contractor's performance under this Contract.
- 5.5** CPM or designee reserves the right to make unannounced site visits to determine if the Contractor is adhering to Contract provisions, relevance and accuracy of curriculum, and appropriateness of trainers. CPM may also query participants by mail, e-mail, telephone, or survey regarding specific in-service training issues and training feedback.
  - 5.5.1** CPM or designee may conduct random training site visits on a quarterly basis. Time and site are determined at the discretion of the CPM.
  - 5.5.2** CPM or designee reserves the right to inspect the training locations before RFA Training classes are facilitated.
- 5.6** CPM or designee must provide to the Contractor as needed/requested brochures in English and Spanish about becoming a Resource Family to distribute and make available to the public.
- 5.7** CPM or designee must provide Contractor a monthly list of those individuals interested in becoming a Resource Family, who completed an online or in-person orientation meeting.
- 5.8** CPM must offer technical assistance and/or guidance to the Contractor in areas relating to County policy and procedural requirements in the performance of this Contract.
- 5.9** CPM must review and approve the Contractor's training calendar prior to the start of each Contract year.
- 5.10** CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the County in any way whatsoever beyond the terms of the Contract.
- 5.11** CPM must provide a list of the County holidays to Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

## **6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 6.1** Contractor must be available to authorized County personnel during normal work hours, which generally are 8:00 A.M. to 5:00 P.M., Monday through Friday, except County holidays, or as directed by the CPM.

- 6.2** Contractor must maximize enrollment in RFA trainings by contacting the prospective Resource Families who have attended and completed a DCFS orientation and then enrolling these families.
- 6.3** Contractor must not employ DCFS or Probation Department staff to perform any tasks written under this Contract.
- 6.4** Contractor must notify the CPM in writing of any changes in key personnel within 24 hours.
- 6.5** Contractor must employ sufficient administrative assistance to meet the requirements of this Contract.
- 6.6** Contractor must not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 6.7** Contractor must provide CPM or designee with contact information where they may be reached Monday through Friday from 8:00 A.M. to 5:00 P.M., except holidays. In addition, Contractor must provide an answering machine or service, or an afterhours contact to receive calls when the office is closed, and on weekends.
- 6.8** Contractor must respond within one business day to all calls, emails, and/or reports regarding Contractor performance issues, unless otherwise directed by the CPM.
- 6.9** Contractor must respond to CPM requests to meet, address and resolve performance issues, and must be available to attend such meetings.
- 6.10** Contractor must investigate any performance issues submitted by the County and report back to the CPM within 48 hours in accordance with Section 11.0, Quality Assurance Monitoring as needed or as directed by the CPM.
- 6.11** Contractor must provide CPM with the Monthly Activity Report.
- 6.12** Contractor must make additions or changes to the training curriculum at the request of the CPM or designee.

## **7.0 Contractor's Staff: Requirements and Qualifications**

- 7.1** Contractor must ensure that their staff conforms to the following requirements:

### **7.1.1 Language Ability**

Contractor staff must be able to read, write, speak and understand English in order to conduct business with the County. The ability to

read, write, speak and understand other languages may apply as specified herein.

**7.1.1.1** Contractor must have sufficient bilingual staff to communicate with families who are monolingual Spanish speaking.

**7.1.2 Education and Experience**

Contractor must be responsible for securing, training and maintaining staff that meet the minimum qualifications, experience, and expertise, as specified herein, to provide the services in accordance with this Contract.

**7.1.2.1** Contractor must obtain written verification of the required education requirements and licenses for its staff, including verification for education requirements earned by staff in foreign countries consistent with the United States Secretary of Education authorized accrediting agency.

**7.1.3 Documentation**

Contractor must maintain records in its employee personnel files that includes: resumes, degrees, professional licenses, current criminal clearances and background checks, and training hours and topics.

**7.1.4** Contractor must not perform Contract services while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which may impair Contractor staff's physical or mental performance.

**7.2 Staff and Qualifications**

**7.2.1 Contractor Project Director (CPD)**: CPD and designee must meet the following minimum requirements:

**7.2.1.1** Have a Bachelor's degree in Child Development, Sociology, Psychology, Behavioral Science, Early Childhood Education, Human Development, Human Services, Social Welfare, Child/Adolescent Development, Liberal Studies with concentration in Psychology or Sociology; AND

At least two years of experience within the last five years in a leadership role with a social service program; AND

A California Driver's License; AND

Have demonstrated experience working with diverse population of youth and possess cultural competency

relating to SOGIE or complete training within 30 days of contract start date.

**7.2.2 Master Trainer:** must meet the following minimum requirements unless approved by the CPM or designee:

**7.2.2.1** Have a Bachelor's degree in Child Development, Sociology, Psychology, Behavioral Science, Early Childhood Education, Human Development, Human Services, Social Welfare, Child/Adolescent Development, Liberal Studies with concentration in Psychology or Sociology; AND

At least three years of experience within the last five years, instructing, teaching or training adults in Resource Family Approval; OR

At least five years of experience instructing, teaching or training adults in parenting, child development or a closely related area of study; AND

A California Driver's License; AND

Have demonstrated experience working with diverse population of youth and possess cultural competency relating to SOGIE or complete training within 30 days or contract start date.

**7.2.3 RFA Training Team:** must consist of one RFA Trainer and one experienced RFA Parent trainer. The RFA Training Team must be employees of the Contractor.

**7.2.3.1** Contractor RFA Training Teams must provide training in the RFA Pre-Approval and Pre-Placement curriculum within 60 days after Contract start date.

**7.2.3.2** Contractor must submit the qualifications of the RFA Training Teams for approval by CPM, prior to conducting any trainings.

**7.2.3.3** Contractor must assign the training teams to training locations.

**7.2.4** RFA Trainer: must meet the following minimum requirements unless approved by the CPM or designee.

**7.2.4.1** Bachelor's degree in Child Development, Sociology, Psychology, Behavioral Science, Early Childhood Education, Human Development, Human Services, Social Welfare, Child/Adolescent Development, Liberal Studies with concentration in Psychology or Sociology; AND

At least one year of experience within the last five years, instructing, teaching or training adults in parenting, child development or a closely related area of study; AND

A California Driver's License; AND

Have demonstrated experience working with diverse population of youth and possess cultural competency relating to SOGIE or complete training within 30 days or contract start date.

**7.2.5** RFA Parent Trainer: must meet the following minimum requirements:

**7.2.5.1** At least one year of verifiable experience demonstrating the competent ability to instruct, teach, and train adults as evidenced by resumes and/or prior training materials, unless approved by the CPM; AND

A California Driver's License; AND

Have demonstrated experience working with diverse population of youth and possess cultural competency relating to SOGIE or complete training within 30 days or contract start date.

**7.2.5.2** Contractor must verify with DCFS that the RFA Parent Trainer is in compliance with the rules and regulations of the State of California Community Care Licensing Division and has not received substantiated violations or have a pattern of violations against their license.

**7.2.5.3** Contractor must verify with DCFS that the RFA Parent Trainer does not have multiple substantiated abuse allegations from DCFS and must not have their RFA approval status on hold or rescinded by a County in California.

**7.2.5.4** Contractor must not use an RFA Parent Trainer on the Training Team who has been RFA approved for less than two (2) years.

**7.2.5.5** Contractor must only use experienced RFA Parent Trainers who have had dependent children placed in their home during the past three (3) years.

**7.2.5.6** County reserves the right to request termination of services of an RFA Parent Trainer under this Contact if the County determines the performance of this RFA Parent Trainer to be unacceptable.

**7.2.5.7** Contractor must ensure that the Master Trainer and all RFA trainers complete the Initial T-4-T provided by DCFS and are certified. CPM reserves the right to waive this requirement if the following provision is met: Trainer is/was previously certified by DCFS or is/was certified by Contractor's Master Trainer.

**7.2.6** Contractor to facilitate an annual enhancement training for all RFA Trainers and RFA Parent Trainers and ensure that all RFA Trainers attend.

**7.2.7** Contractor must submit to CPM, upon request, any reports or correspondence including instructors' job performance and the Contractor versions of periodic performance evaluations of their staff.

## **8.0 HOURS AND HOLIDAYS**

**8.1** Contractor must be available during normal business hours which generally are 8:00 A.M. to 5:00 P.M., Monday through Friday, except County holidays, or as directed by the CPM.

**8.2** County holidays are as follows:

- New Year's Day
- Martin Luther King's Birthday (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Cesar Chavez Day (Last Monday in March)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19<sup>th</sup>)
- Independence Day
- Labor Day (First Monday in September)
- Indigenous Peoples' 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 25<sup>th</sup>)

## **SECTION C – SERVICE DESCRIPTION**

### **9.0 Scope of Work**

During the term of this Contract, the Contractor must provide the following services consistent with the Statement of Work and the terms of the Contract. The services to be provided must include but are not limited to:

#### **9.1 Attendance at Recruitment Events**

**9.1.1** Contractor must attend and distribute training information at DCFS sponsored recruitment events upon the request of the CPM or designee.

#### **9.2 Distribution of Recruitment and Training Information**

**9.2.1** Contractor must distribute DCFS recruitment and training information to prospective families at events sponsored by the Contractor upon the request of the CPM or designee. The recruitment information will be provided by the CPM or designee.

**9.2.2** Contractor must make DCFS recruitment information such as brochures and flyers available for distribution at every site where they conduct RFA training classes, as well as any offices of the Contractor.

**9.2.3** The DCFS recruitment materials must be in plain view, accessible to the passing public.

**9.2.4** If Contractor maintains a website, they must make electronic copies of the DCFS recruitment brochures and information available to post on their website and/or of minimum of quarterly in their organization(s) newsletters.

#### **9.3 RFA Training Services**

**9.3.1** Contractor must provide the following RFA Training Services using the DCFS approved curriculum (Exhibit A-7) to prospective resource parents:

1. 12-hour RFA Pre-Approval training
2. 8-hour Pre-Placement training; and

3. Cardio-Pulmonary Resuscitation (CPR) and First Aid certification that meets RFA requirement standards as prescribed in the Written Directives 8 or current version.

**9.3.2** Contractor must provide in-person and virtual Pre-Approval training classes. The number of classes and frequency must be approved by the CPM or designee.

**9.3.3** Contractor may provide Pre-Placement training classes in-person or virtually.

**9.3.4** Contractor must provide in-person CPR and First Aid classes.

**9.3.5** Contractor must provide Pre-Approval, Pre-Placement and CPR/First Aid Training to relatives and Non-Related Extended Family Members when requested by the CPM or designee.

**9.3.6** Contractor must complete the Requirement to Report Child Abuse form (Exhibit A-8) and the Acknowledgement of No Physical Discipline form (Exhibit A-9) for each training participant and upload a copy into the RFA Tracking System. Contractor must also provide a copy of the Affirming Caregiver flyer (Exhibit A-10) to each training participant.

**9.3.7** Contractor must develop and ensure each participant completes a Strengths/Needs Worksheet following the completion of each training module. The worksheets are intended to provide an opportunity for reflection on the material covered and to assist in determining the applicant's appropriateness for becoming a resource parent. The Contractor must review the completed worksheets and report any areas of concern regarding the participant's appropriateness for becoming a resource parent to the CPM, designee, or CSW. The Strengths/Needs Worksheet must include, but is not limited to the following topics:

- **Module 1 – Family Strengths including Selection Criteria**  
Reflect on personal and family strengths in relation to the resource family criteria.
- **Module 2 – Behavior Challenges** – Identify behaviors you are confident managing and behaviors that you may find challenging or unable to manage.
- **Module 3 – Community Resources** – Identify available community resources and explain how they can support your anticipated needs.

- **Module 4 – Criteria for Selection** – Identify areas where additional support will be needed. Specify which special needs or behavior challenges you feel capable of managing.
- **Module 5 – Normalcy for Dependent Children** – Describe how you will ensure dependent children are provided opportunities for normal childhood experiences.
- **Module 6 – Working with Birth Parents** – Describe how you will support birth parents and foster their comfort with your care of their children.

**9.3.8** Contractor must ensure that participants complete virtual training sessions in an environment that is conducive to learning and remain engaged throughout the training session. The training environment must not be disruptive to other attendees.

**9.3.9** CPM or designee reserve the right to request that additional Modules are provided in person.

**9.3.10** CPM reserves the right to request that the Contractor facilitate the Pre-Placement training series post caregiver RFA approval due to CDSS policy or program requirement changes.

#### **9.4** RFA Tracking System

**9.4.1** Contractor must utilize the RFA tracking system which contains RFA identified elements, including, but not limited to: RFA Pre-Approval and Pre-Placement training, CPR and First Aid training. Access to the RFA tracking system will be provided by County.

#### **9.5** RFA Training Referrals

**9.5.1** Contractor must only enroll prospective resource families for Pre-Approval Training who can provide written verification of attendance at an informational orientation. CPM or designee can also verify if the prospective resource family attended an orientation.

**9.5.2** Contractor must not enroll current DCFS employees, as participants, in RFA trainings under this Contract.

**9.5.3** Contractor must not offer to provide similar or other RFA trainings to those who are not authorized to participate under this Contract, such as FFA resource families or DCFS staff.

**9.5.4** Contractor must not commingle or combine non-authorized participants and trainings with the participants and training programs covered by this Contract.

**9.5.5** Contractor must provide DCFS with information related to the training needs of prospective resource families who are enrolled in RFA Training classes.

**9.5.6** Contractor must provide weekly to the CPM or designee a list of those newly enrolled in training classes.

**9.6** Number of RFA Training Participants

**9.6.1** During the term of the Contract, each RFA training module must consist of a minimum of 20 enrolled attendees and no more than 30 enrolled attendees. Exceptions to the number of participants must be approved by CPM or designee in writing prior to the start of the first module of a training series. No more than 5 percent of trainings must fall below 20 enrolled attendees.

**9.6.2** Contractor must modify the number of participants for any RFA Training module at the request of the CPM or designee.

**9.7** RFA Training Curriculum

**9.7.1** The 12-hour RFA Pre-Approval curriculum training series will consist of four 3-hour training modules.

**9.7.2** The 8-hour RFA Pre-Placement curriculum training series will consist of two 4-hour training modules.

**9.8** RFA Training Materials

**9.8.1** Contractor must utilize the most current RFA Training curriculum and materials (Exhibit A-7).

**9.8.2** Contractor must provide all training materials, manuals and necessary supplies to RFA Pre-Approval and Pre-Placement Training participants.

**9.8.3** Contractor must provide a copy of the training materials and supplies to each training participant.

**9.8.4** Contractor must make updates/changes to the training materials that are required by the County.

**9.9** Preparation Meetings

**9.9.1** Contractor's Master Trainer must meet at least once; or more if needed, with each RFA Training Team for a preparation meeting no less than seven days before the start of RFA Module One. The meeting agenda must include a review and discussion of the training

curriculum and the respective roles of the team members throughout the training series.

## **9.10 Training Locations**

**9.10.1** Contractor must provide training for all eight (8) Service Planning Areas (SPAs) in LA County.

**9.10.2** Contractor must secure training locations that are physically located within all eight (8) LA County SPAs within 30 days after the award of the Contract.

**9.10.3** Contractor must provide a minimum of one training location for every three RFA training series, located within each SPA within the awarded geographic area (North, South, East or West), which encompasses two SPAs. A zip code list with SPAs is detailed in Exhibit A-4.

**9.10.4** Contractor must provide safe and pleasant training locations that are community based and compliant with the American Disabilities Act.

**9.10.5** The training locations must have a conference or multi-purpose room with the ability to control the temperature while conducting the training series.

**9.10.6** Contractor must provide a security guard for training classes that are conducted during the evening hours.

**9.10.7** CPM Reserves the right to approve the training location prior to the start of the training series.

## **9.11 Training Room**

**9.11.1** The training room must accommodate up to 35 adult participants, and specifically for RFA training with tables and chairs arranged in a U-shape or semicircle. In addition, Contractor must provide clean and operable restroom facilities, as well as safe and convenient parking within reasonable walking distance of the classroom for the duration of the training.

## **9.12 Number of Training Series**

### **9.12.1 Pre-Approval Training Series**

**9.12.1.1** Contractor must schedule and conduct RFA Pre-Approval Training series. The minimum numbers of RFA Pre-Approval Training series that must be provided per area as follows.

**9.12.1.2** Contractor must complete each RFA training series within a two-week period from the start of the first module of the training series, unless a County observed holiday falls within the two-week period.

<b>Geographic Area</b>	<b>SPA</b>	<b>Number of RFA Pre-Approval Training Series</b>	<b>Number of RFA Training Facilities Per SPA</b>
North	1	6	1
	2	8	2
East	3	9	2
	4	14	3
West	5	4	1
	6	19	4
South	7	10	2
	8	13	3
<b>Total Series</b>		<b>83</b>	

**9.12.1.3** Contractor must review and discuss the Requirement to Report Child Abuse (Exhibit A-8) and the Discipline Policy (Exhibit A-9) during each pre- Approval Series and obtain the signature of each participant attending the class.

**9.12.1.4** Contractor must upload the Mandated Reporter Acknowledgment and the Discipline policy into the RFA Tracking System.

**9.12.1.5** Contractor must schedule a Pre-Approval training series to coordinate with a recruitment event at the request of the CPM or designee.

**9.12.1.6** Contractor may reduce the number of Pre-Approval Training Series' and replace with a Pre-Placement and/or First Aid/CPR Training Series due to limited enrollment/attendance with prior approval of the CPM or designee.

### **9.12.2 Pre-Placement Training Series**

**9.12.2.1** Contractor must schedule and conduct RFA Pre-Placement Training series as determined by the County. The minimum numbers of RFA Pre-Placement Training series that must be provided per area are as follows:

**9.12.2.2** Contractor must complete each RFA training series within a two-week period from the start of the first module of the training series, unless a County observed holiday falls within the two-week period.

<b>Geographic Area</b>	<b>SPA</b>	<b>Number of RFA Pre-Placement Training Series</b>	<b>Number of RFA Training Facilities Per SPA</b>
North	1	4	1
	2	6	2
East	3	9	2
	4	11	3
West	5	3	1
	6	15	4
South	7	8	2
	8	10	3
<b>Total Series</b>		<b>64</b>	

**9.12.2.3** Contractor may reduce the number of Pre-Placement Training Series' and replace with a Pre-Approval and/or First Aid/CPR Training Series due to limited enrollment/attendance with prior approval of the CPM or designee.

### **9.12.3 First Aid/CPR Training Series**

- 9.12.3.1** Contractor must schedule and conduct First Aid and CPR trainings. The minimum numbers of First Aid and CPR trainings that must be provided per area as follows.
- 9.12.3.2** Contactor must complete each RFA training series within a two-week period from the start of the first module of the training series, unless a County observed holiday falls within the two-week period.
- 9.12.3.3** Contractor may provide the CPR/First Aid training courses or utilize an authorized agency to provide the CPR/First Aid training.

<b>Geographic Area</b>	<b>SPA</b>	<b>Number of CPR/First Aid Training</b>	<b>Number of RFA Training Facilities Per SPA</b>
North	1	4	1
	2	5	2
East	3	4	2
	4	8	3
West	5	2	1
	6	10	4
South	7	5	2
	8	7	3
<b>Total Series</b>		<b>45</b>	

- 9.12.3.4** Contractor may reduce the number of First Aid/CPR Training Series' and replace with a Pre-Approval or Pre-Placement Training Series due to limited enrollment/attendance with prior approval of the CPM or designee.

### **9.12.4 Training Schedule**

- 9.12.4.1** Contractor must provide a training schedule at multiple locations to accommodate potential Resource Families.
- 9.12.4.2** Contractor must submit a training schedule for the Contract term for review and approval by the CPM. The

training schedule must be submitted within 30 days of the Contract award.

- 9.12.4.3** This training schedule must include each site, date, time and language ability of the proposed RFA training modules.
- 9.12.4.4** Contractor must schedule the first Training Series within 45 days of the Contract award.
- 9.12.4.5** Contractor must offer RFA training modules during regular business hours 8:00 A.M. to 5:00 P.M. and evenings 5:00 P.M. to 9:00 P.M., Monday through Thursday, and on weekends, 9:00 A.M. to 5:00 P.M., or as approved by the CPM.
- 9.12.4.6** With CPM prior approval, modifications to training schedules may be permitted to increase enrollment.
- 9.12.4.7** Contractor must make changes to the training schedule in order to enhance training completion. Changes to the schedule require prior approval of the CPM.
- 9.12.4.8** Contractor must make changes to their training schedule to ensure RFA Pre-Approval classes are available after a recruitment event in a targeted area at the request of the CPM or designee.

#### **9.12.5 Language Diversity**

- 9.12.5.1** Contractor is required to have the ability to provide 25 percent of the RFA training modules in Spanish per geographic area. Contractor must reflect the language of each RFA training series in the 12-month schedule calendar.
- 9.12.5.2** In the event no Spanish modules are needed by the end of the seventh month of the Contract, the Contractor must contact the CPM and provide written justification to waive said requirement.
- 9.12.5.3** Contractor must be required to provide an interpreter for a prospective resource family in other languages such as Cambodian, Chinese, Korean, Tagalog, Vietnamese, and American Sign Language.

**9.12.5.4** Trainings set for Spanish language, with low enrollment, may be changed to English if there is a need for English classes and any already enrolled participants can be quickly accommodated into a subsequent training. Contractor must obtain prior approval from the CPM.

**9.12.5.5** Trainings set for English, with low enrollment may be changed to Spanish and any already enrolled participants can be quickly accommodated into a subsequent training. Contractor must obtain prior approval from the CPM.

#### **9.12.6 Training Certificates**

**9.12.6.1** Contractor must ensure that the training certificate is provided to the participant within three business days after completion.

**9.12.6.2** Contractor must upload the training certificate into the RFA Tracking System within three business days after module completion.

**9.12.6.3** Contractor must ensure that the training certificate includes the following information:

- a) name or topic of the training;
- b) name of the individual(s) (name as listed on identification) who completed the training;
- c) date the training was completed; and
- d) number of training hours completed.

#### **9.12.7 Course Measure of Effectiveness: RFA Training**

**9.12.7.1** Contractor must administer RFA Pre-Approval and Pre-Placement Training Surveys (Exhibits A-15 and A-16) to RFA training participants to measure the effectiveness and the quality of the training series, trainers, training facilities, etc. at the last module of the series.

**9.12.7.2** Contractor must summarize the results of the training evaluations and provide a report to CPM with the original evaluations attached. The training evaluations must be used by the County and Contractor to develop strategies for improvement.

- 9.12.7.3** Contractor must use Exhibits A-11 and A-13, Prospective Resource Family Training Interim Evaluation Forms on an as-needed basis to alert the CPM or designee of any participant training issues that may negatively impact the Resource Family Approval process.
- 9.12.7.4** Contractor must use Exhibits A-12 and A-14, Prospective Resource Family Training Final Evaluation Forms on an as-needed basis to alert the CPM or designee of any participant training issues that may negatively impact the Resource Family Approval process.

## **SECTION D – REPORTS**

### **10.0 Reports**

#### **10.1 RFA Training Activity Report**

- 10.1.1** Contractor must submit monthly RFA Training Activity Reports (Exhibit A-5) to the CPM or designee on the 15th of each month, for the prior month's training activities.
- 10.1.2** Monthly Activity Report must include, but is not limited to the names of the potential resource families who have enrolled and completed the Pre-Approval, Pre-Placement and CPR/First Aid training, dates of the training, and site locations.

#### **10.2 Annual Report**

- 10.2.1** Contractor must submit an RFA Annual Report, recording the prior year's training activities and performance outcome data to the CPM or designee on the 15th of the month after the close of each contract year.

### **11.0 Quality Assurance Monitoring**

- 11.1** Contractor must produce and implement a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure Contract requirements are met. QAP must be approved by County and be in place at start of Contract. Updates to QAP must be approved by County.
- 11.2** Contractor must incorporate the use of Exhibit A-1, Performance Requirements Summary in its QAP and include a plan to ensure uninterrupted service in the event of a strike by either party's employees or other potential disruption in services.

- 11.3** Contractor must provide a copy of its QAP to CPM when the Contract commences, and as changes occur, and must maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.
- 11.4** Contractor must: 1) immediately notify CPM of any difficulty, problem, or incident which may impact or delay the progress or completion of work; and 2) work with CPM to resolve any issues that emerge regarding Contractor's performance.
- 11.5** Contractor must meet regularly and as needed with CPM to discuss QAP.
- 11.6** CPM or authorized designee, will monitor Contractor's performance in accordance with Section 8.15, County's Quality Assurance Plan, of the Contract, and Exhibit A-1, Performance Requirements Summary.
- 11.7** If service delivery is deficient or Contract requirements are not met, the CPM will notify CPD by User Complaint Report (UCR), Exhibit A-18. Contractor must respond within two business days of receipt.

## **12.0 GREEN INITIATIVES**

- 12.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** Contractor must notify CPM of the Contractor's proposed green initiative outline in their proposal and any new green initiatives prior to the Contract commencement.

## **13.0 DATA COLLECTION**

- 13.1** Record Keeping: Contractor must keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all meetings.
- 13.2** Evaluation Tools: Contractor must provide the individuals receiving the training and services per this Contract with a tool by which to evaluate the services rendered. Contractor must make this information available to the CPM upon request. Contractor must ensure the tool will address the performance of the contractor. County retains the right to modify the tool.

- 13.3** Data Report: Contractor must be responsible for collecting and reporting any data required by County to describe the services provided, the individuals served, and the services included in the invoice.
- 13.4** Cooperation: Contractor must work cooperatively with any contracted program evaluator, if applicable. Contractor must provide staff to process invoices for County and must fully document the services to be paid associated with each invoice.

## **14.0 PROGRAM OUTCOMES**

This Contract adheres to the outcome goals established by the County for Child Safety, Permanency and Well-Being.

## Exhibit A-1

<b>PERFORMANCE REQUIREMENTS SUMMARY</b>		
<b>PROGRAM: Resource Family Approval (RFA) Training Services</b>		
<b>PROGRAM TARGET GROUP: Prospective and Approved Resource Families</b>		
<b>OUTCOME GOALS:</b> Prospective resource parents must be trained to become an approved Resource Family and provide permanency to a DCFS child.*		
OUTCOMES	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<u>Program Goal/Outcome 1:</u>  Increase the percentage of families that successfully complete their RFA pre-approval classes.	Method 1:  Monthly reports from the Contractor listing the names of the prospective resource parents, dates of contacts, activities performed, Pre-Approval Training classes.	Performance Target 1:  The total number of families that completed RFA pre-approval classes will increase from the current baseline of 84% by 5% the first year and 10% the subsequent years.
<u>Program Goal/Outcome 2:</u>  Increase the percentage of families that successfully complete their RFA pre-placement classes.	Method 1:  Monthly reports from the Contractor listing the names of the potential resource families, dates of contacts, activities performed, Pre-Placement Training classes.	Performance Target 1:  The total number of families that completed RFA pre-placement classes will increase from the current baseline of 73% by 5% the first year and 10% the subsequent years.

\*Resource families must not subject child(ren) to discrimination or harassment on the basis of race, primary language, culture, actual or perceived sexual orientation, gender identity, and gender expression (SOGIE). Resource families must be willing and able to work with diverse populations of youth and possess cultural competency relating to SOGIE. Resource families must address youth by their chosen name and any pronoun(s) they identify with.

## PERFORMANCE REQUIREMENTS SUMMARY

**PROGRAM: Resource Family Approval (RFA) Training Services**

**PROGRAM TARGET GROUP: Prospective and Approved Resource Families**

**OUTCOME GOALS:** Prospective Resource Families must be trained to become an approved Resource Family and provide a safe home to a DCFS child.\*

<b>OUTCOMES</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
<u>Program Goal/Outcome 1:</u>  Increase the percentage of families that successfully complete their RFA pre-approval classes.	Method 1:  Monthly reports from the Contractor listing the names of the potential and approved resource families, dates of contacts, activities performed, attendance of Pre-Approval Training classes.	Performance Target 1:  The total number of families that completed RFA pre-approval classes will increase from the current baseline of 84% by 5% the

		first year and 10% the subsequent years.
<u>Program Goal/Outcome 2:</u>  Increase the percentage of families that successfully complete their RFA pre-placement classes.	Method 1:  Monthly reports from the Contractor listing the names of the potential and approved resource families, dates of contacts, activities performed, attendance of Pre-Placement Training classes.	Performance Target 1:  The total number of families that completed RFA pre-placement classes will increase from the current baseline of 73% by 5% the first year and 10% the subsequent years.

\* Resource families must not subject child(ren) to discrimination or harassment on the basis of race, primary language, culture, actual or perceived sexual orientation, gender identity, and gender expression (SOGIE). Resource families must be willing and able to work with diverse populations of youth and possess cultural competency relating to SOGIE. Resource families must address youth by their chosen name and any pronoun(s) they identify with.

## PERFORMANCE REQUIREMENTS SUMMARY

**PROGRAM: Resource Family Approval (RFA) Training Services**

**PROGRAM TARGET GROUP: Prospective and Approved Resource Families**

**OUTCOME GOALS:** Prospective and Approved Resource Families must be trained to support the well-being of children\* in out of home care.

<b>OUTCOMES</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
<u>Program Goal/Outcome 1:</u>  Increase the percentage of families that successfully complete their RFA pre-approval classes.	Method 1:  Monthly reports from the Contractor listing the names of the potential and approved resource families, dates of contacts, activities performed, attendance of Pre-Approval Training classes.	Performance Target 1:  The total number of families that completed RFA pre-approval classes will increase from the current baseline of 84% by 5% the first year and 10% the subsequent years.
<u>Program Goal/Outcome 2:</u>  Increase the percentage of families that successfully complete their RFA pre-placement classes.	Method 1:  Monthly reports from the Contractor listing the names of the potential and approved resource families, dates of contacts, activities performed, attendance of Pre-Placement Training classes.	Performance Target 1:  The total number of families that completed RFA pre-placement classes will increase from the current baseline of 73% by 5% the first year and 10% the subsequent years.

\* Resource families must not subject child(ren) to discrimination or harassment on the basis of race, primary language, culture, actual or perceived sexual orientation, gender identity, and gender expression (SOGIE). Resource families must be willing and able to work with diverse populations of youth and possess cultural competency relating to SOGIE. Resource families must address youth by their chosen name and any pronoun(s) they identify with.

**RFAT**  
**PRICING SCHEDULE**  
Region

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-Identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, performance Requirements Summary, Attachments and Contract.

Prices Include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

<b>RFAT</b>	<b>Unit of Service</b>	<b>Price</b>
RFAT PRE-APPROVAL TRAINING SERVICES	Per Series (12 hours)	\$ _____
RFAT PRE- PLACEMENT TRAINING SERVICES	Per Series (8 hours)	\$ _____
CPR & FIRST AID	Per Class	\$ _____

			<b>Contract Period Cost</b>
Contract Period	Initial (Base) Period	_____ through _____	\$
	1st Option to Extend	_____ through _____	\$
	2nd Option to Extend	_____ through _____	\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**SAMPLE LINE ITEM BUDGET SHEET**

Contractor's Name: \_\_\_\_\_

Service Category: \_\_\_\_\_

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

**DIRECT COST (List each staff classification)**

	FTE*	Hourly Rate	Monthly Salary
Payroll:			
Employee Classification	_____	\$_____	\$_____
Employee Classification	_____	\$_____	\$_____
Employee Classification	_____	\$_____	\$_____
Others (Please continue to list)			
		<b>Total Salaries and Wages</b>	<b>\$_____</b>

**\*FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE	
Medical Insurance	_____	\$_____	
Dental Insurance	_____	\$_____	
Life Insurance	_____	\$_____	
Other (list)	_____	\$_____	
		<b>Total Benefits</b>	<b>\$_____</b>

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$_____	
_____	\$_____	
_____	\$_____	
_____	\$_____	
	<b>Total Payroll Taxes</b>	<b>\$_____</b>

Insurance (List Type/Coverage. See Sample Contract, Part II, Section 5.2, Insurance Coverage Requirements)

_____	\$_____	
_____	\$_____	
_____	\$_____	
Vehicles	\$_____	
Supplies	\$_____	
Services	\$_____	
Office Equipment	\$_____	
Telephone/Utilities	\$_____	
Other (please continue to list)	\$_____	
	<b>Total Insurance/Misc. S &amp; S</b>	<b>\$_____</b>

**TOTAL DIRECT COSTS** \$\_\_\_\_\_**INDIRECT COST (List all appropriate)**

General Accounting/Bookkeeping	\$_____
Management Overhead (Specify)	\$_____
Other (Specify)	\$_____

**TOTAL INDIRECT COSTS** \$\_\_\_\_\_**TOTAL DIRECT AND INDIRECT COST**

PROFIT (Please enter percentage: \_\_\_\_\_ %)

**TOTAL MONTHLY COSTS**

\*Matching funds must be included in the line item budget and calculated into the fixed cost fee per series completed.

## **GENERAL INSTRUCTIONS FOR COMPLETING YOUR BUDGET NARRATIVE**

(See SAMPLE Budget Narrative Below)

All proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

### **GENERAL INSTRUCTIONS:**

The budget is comprised of both Budget Categories and Budget Line Items.

Budget Categories are the major classifications of expense shown on the Sample Line Item Budget Sheet: Payroll, Employee Benefits, Insurance, Indirect Cost, etc.

Budget Line Items are the individual cost items within each budget category. For example, budget line items within the Payroll category are the individual positions to be funded under this Contract.

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

<u>BUDGET AMOUNT</u>	<u>DESCRIPTION</u>
\$12,000	<b>Contractor's Program Manager:</b> This position will provide administrative supervision to the Program staff on this Contract and will be responsible for administering the Contract in accordance with the Statement of Work. The total amount requested for this line item is \$12,000 (\$2,500/mo x .40 x 12 months).

The methodology in the above example is calculated by multiplying each item, from left to right, as follows:

Monthly Salary (Total Monthly Salary for this Position)	Percent of Time (Allocated to Work on this Contract)	Number of Months (Allocated to Work on this Contract)
\$2,500	40%	12

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

**RFP FOR RESOURCE FAMILY APPROVAL TRAINING  
SERVICES  
SAMPLE BUDGET NARRATIVE FORMAT**

Name Of Agency:	Description of Taxes
Contract Amount:	
Contract Budget Period:	(Enter beginning Budget period) through (Enter ending Budget period)

**PAYROLL CLASSIFICATION (Personnel Line Items)**

Budget Amount	Employee Classification and Description of Services
\$	
\$	
\$	

**Insurance**

Budget Amount	Description
\$	
\$	

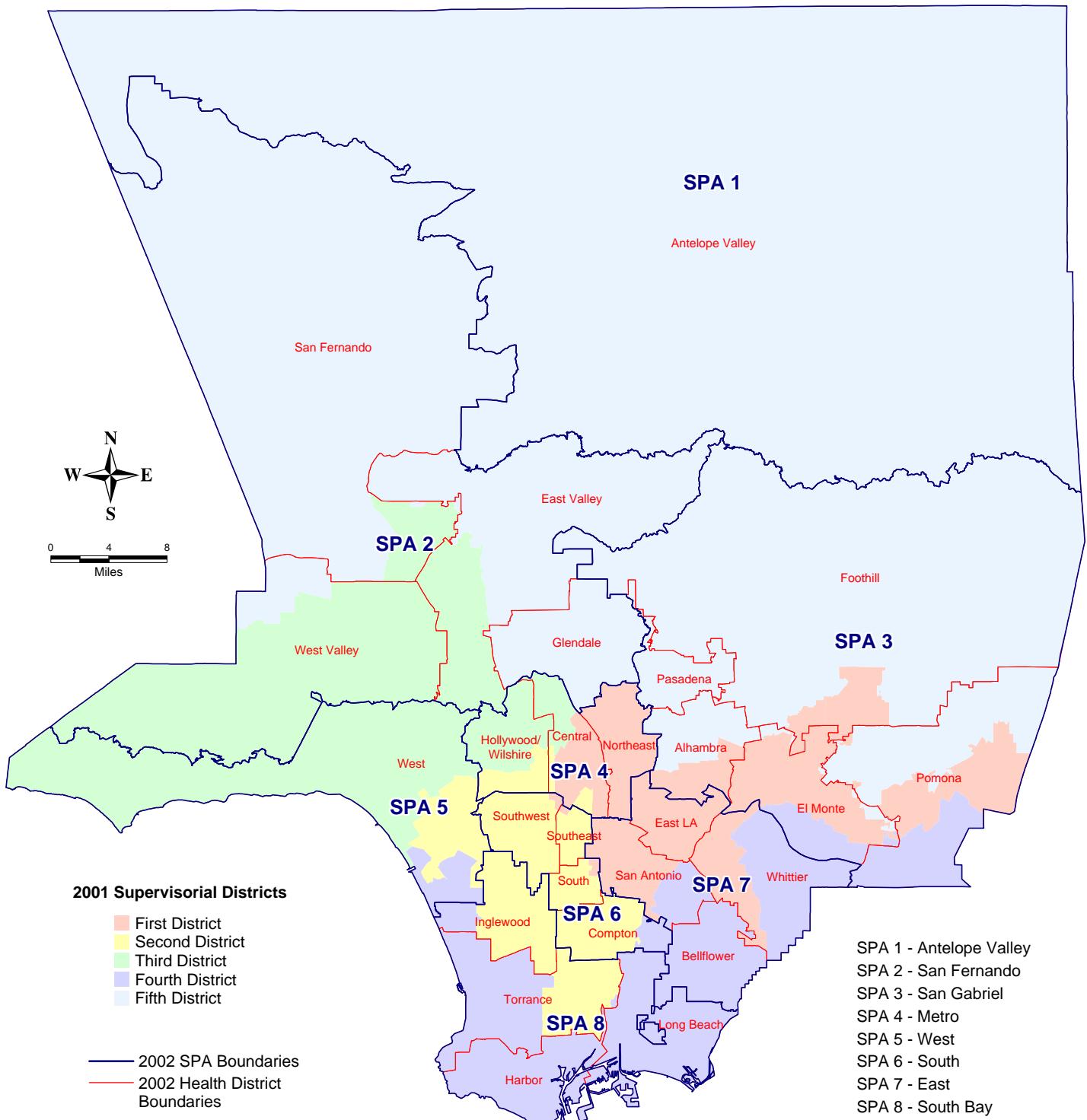
**Other**

Budget Amount	Description
\$	
\$	

**INDIRECT COST**

Budget Amount	Description
\$	
\$	

**County of Los Angeles**  
**Supervisorial Districts,**  
**Service Planning Areas (SPA) and Health Districts**



**Exhibit A-5**

**Contractor**

**Month: Year**

**Submitted by:**

**Monthly Training Report For RFAT**

	Client Name	Training Start Date	Location	Training Type	Language	Enrolled	Completed
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Total Trainings for the Month:

Form to be submitted to CPM the 15th of each month for the prior Month's

**Exhibit A-5**

**Contractor**

**Month: Year**

**Submitted by:**

**Monthly Training Report For RFAT**

	Client Name	Training Start Date	Location	Training Type	Language	Enrolled	Completed
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Total Trainings for the Month:

Form to be submitted to CPM the 15th of each month for the prior Month's

**Quality of Life in Out of Home Care Policy**

# Quality of Life in Out-of-Home Care

0100-570.05 | Revision Date: 07/27/17

## Overview

This policy provides an overview of a caregiver's responsibilities when caring for a child in out-of-home care, the use of reasonable and prudent parent standard, and reporting quality of life issues.

## TABLE OF CONTENTS

### Policy

- Caregiver Responsibilities
- Reasonable and Prudent Parent Standard
  - Limitations to Caregiver's Consent
- Providing Care and Supervision in Foster Care
  - Occasional Short-term Babysitter
  - Alternative Caregiver
  - Respite Care
  - Leaving a Child in Foster Care Alone
  - Day Care
- Religious Practice
  - Children in Foster Care
  - Out-of-Home Caregivers

### Procedure

- Assessing the Quality of Out-of-Home Care
  - CSW Responsibilities
  - SCSW Responsibilities
  - ARA Responsibilities
- Service Bureau Deputy Director's Executive Assistant Responsibilities

### Approvals

Helpful Links

- Attachments
- Forms
- Referenced Policy Guides
- Statutes

## Version Summary

This policy guide was updated from the 03/26/14 version, as part of the Policy Redesign, in accordance with the DCFS Strategic Plan. This policy guide incorporates content from Procedural Guide 0100-510.55, Religious Practice in Out-of-Home Care, 0100-520.40, Out-of-Home Caregivers: Legal Consent Authority, 0100-570.08, The Care of Children Placed in a Licensed

[Back to Top ^](#)

Foster Home, Relative/Non-Relative Extended Family Members Home or Small Family Home, 0100-570.09, The Care of Children Placed in a Foster Family Agency Home, and 0100-570.10, The Care of Children Placed in Group Homes, thereby cancelling those policy guides. The title of the policy has been changed from "Quality of Life in Out-of-Home Care: Reporting Concerns."

This policy guide has been updated to provide instructions regarding a new California Department of Social Services (CDSS) Reasonable & Prudent Parent Standard FAQ (Attachment) and new Penal Code 3003.6 prohibition against registered sex offender contact with DCFS children in placement.

## POLICY

### Caregiver Responsibilities

For purposes of this policy, the term, "caregiver" includes:

- Related and non-related foster parents
- Related and non-related legal guardians
- Relative and Non-relative extended family member caregivers
- Resource Family Home
- Group homes
- Small family homes
- Foster Family Agency

In order to provide quality care to foster children, caregivers have the following responsibilities:

Responsibility	Description
Comply with Personal Rights	Comply with and not violate a foster child's personal rights.
Physical Environment	Provide a safe physical environment.
Smoke Free Environment	Provide a smoke-free environment in the home/facility and on the outdoor grounds of the home/facility when the child is present, as well as in a motor vehicle that is regularly used to transport the child.
Medical	Meet the medical needs of the child by scheduling routine physical and dental exams. Provide on-going care, as deemed necessary.
Counseling	Meet the counseling needs of the child.
Education	Meet the educational needs of the child/NMD.
Placement Issues	Collaborate with the CSW regarding placement issues.
Permanent Plan	Collaborate and support the permanent plan of the child/NMD.
Transition to Independence	Collaborate with the CSW to support and facilitate activities for a successful transition to independence.
Visitation Plan	Collaborate with the CSW to develop the visitation plan and comply with the orders of the Juvenile Court and case plan.
Dietary Needs	Meet the dietary needs of the child/NMD.

[Back to Top ^](#)

Clothing	Provide the child/NMD with adequate clothing on an ongoing basis as determined by the DCFS 2281, Clothing Standard.
Discipline	Use of constructive alternative methods of discipline and refrain from use of corporal punishment.
Confidentiality	Respect and keep confidential information regarding the child/NMD and his/her family.
Composition of Home	Inform the CSW of every adult who is living, visiting, or transitioning in or out of the home. Compliance with the prohibition against Registered Sex Offenders (RSO) contact with DCFS children.
Administration of Emergency Medical Assistance and Injections	Caregivers trained to administer injections by a licensed health care professional are only authorized to administer emergency medical assistance and injections to a foster child for: <ul style="list-style-type: none"> <li>• Severe diabetic hypoglycemia</li> <li>• Anaphylactic shock</li> <li>• Subcutaneous injections of other prescribed medication</li> </ul>
Driver's License	The Vehicle Code allows a dependent youth's foster parent with whom the youth resides to sign a driver's license application on behalf of the dependent youth if the youth files proof of financial responsibility at the time of the application.

## Reasonable and Prudent Parent Standard

Every dependent child of the juvenile court is entitled to participate in age-appropriate extracurricular, enrichment, and social activities, including but not limited to, access to computer technology and the internet. Caregivers have the authority to approve or disapprove a foster child's participation in activities based on the caregiver's own assessment using a reasonable and prudent parent standard, without prior approval of the social worker, licensing or approval agency, or the Juvenile Court.

Participation in events for which caregivers have given consent does not require the CSW to write and submit walk-on reports to the court.

In applying the reasonable and prudent-parent standard, the caregiver is to take "reasonable steps" to determine the appropriateness of the activity in consideration of the child's age, maturity, and developmental level, as detailed in the Caregiver Information Sheet. Additional information is available in the Reasonable & Prudent Parent Standards FAQ and the Caregiver's Ability to Arrange for Care and Supervision FAQ.

When permission has been granted by the caregiver to participate in extracurricular activities:

- The caregiver must ensure direct care and supervision is provided to meet the child's needs during participation in those activities, except for school-sponsored activities where the school is to provide adequate care and supervision.

[Back to Top ^](#)

- It is the responsibility of Group Homes, Foster Family Agencies (FFA), and individual caregivers, in specified circumstances, to determine if the utilization of Live-Scan and/or CLETS is necessary pursuant to existing statutes and regulations.

The Reasonable and Prudent Parent Standard also allows a child in foster care the freedom to grow into childhood. Allowing a child in foster care to be babysat by a regular neighborhood babysitter, taken care of by family and friends, and eventually left alone while his or her caregiver goes out is an important part of the successful transition to self-sufficiency. The caregiver must make reasonable and prudent decisions using his or her best judgment given the particular set of circumstances, and maintain the child's health, safety, and best interest. However, statutes and regulations set out certain requirements and standards for caregivers to ensure the health and safety of children for a child in foster care. These legal restrictions cannot be circumvented, even if doing so would seem to be allowable under the Reasonable and Prudent Parent Standard.

## Limitations to Caregiver's Consent

Caregivers cannot give permission for a child to:

- Marry
- Join the Armed Forces
- Receive medical and dental treatment that is not ordinary
- Be tested for HIV
- Be on psychotropic medication
- Make educational decisions, unless the court has limited the educational rights of the parent(s).
- Get a body piercing
- Get a tattoo

A parent of a voluntarily placed child has the authority to modify or prohibit consent by a foster parent if a written agreement regarding such modification or prohibition exists between the agency and the parent.

## Providing Care and Supervision in Foster Care

There are a number of options available for a caregiver who needs someone to temporarily care, for a short period of time, for a foster care child who has been placed in his or her care. Each of these options is most appropriate for a different range of situations.

- Babysitters for children in foster care;
- Alternate caregivers;
- Respite Care ;
- Leaving a child in foster care alone, or
- Day Care

[Back to Top ^](#)

Attached are the Frequently Asked Questions (FAQ) compiled by CCLD related to a caregiver's ability to arrange for care and supervision. The FAQ is intended to assist caregivers and state and county licensing staff in ensuring a child in foster care has a healthy, normal childhood.

## Occasional Short Term Babysitter

The caregiver may arrange for an "occasional short-term babysitter" for a child in foster care. A child may be babysat for up to 24 hours, including overnight. The babysitter does not need to be licensed for foster care, be fingerprinted, or meet other legal requirements pertaining to caregivers. A babysitter for a child in foster care also does not need to have undergone any special training, as is required for foster parents and other full-time caregivers. This does not mean, however, that any babysitter will be able to provide appropriate care to every child in foster care. As with any other child, the special needs of a child in foster care may require the babysitter to have special skills or training.

A child in foster care may also act as an occasional short-term babysitter. Under no circumstances can a child in foster care be required to babysit. The caregiver must apply the reasonable and prudent parent standard in determining and selecting appropriate babysitters for occasional short-term use. The caregiver must ensure that the babysitter knows how to contact the caregiver in case of an emergency.

## Alternative Caregiver

Unless prohibited by the CSW, court order, or the licensing/approval agency, the caregiver may arrange for the care of a child for longer than 24 hours at a time, on an occasional basis. When selecting an appropriate alternative caregiver, the caregiver must apply the reasonable and prudent parent standard.

The caregiver must comply with all of the following when using an alternative caregiver:

- At a minimum, the alternative caregiver must meet the following requirements.
  - Be 18 years of age or older.
  - Have a criminal record clearance and a child abuse central index clearance.
    - It is the responsibility of Group Homes, Foster Family Agencies (FFA), and individual caregivers, in specified circumstances, to determine if the utilization of Live-Scan and/or CLETS is necessary pursuant to existing statutes and regulations.
  - Have the willingness and ability to and must comply with applicable statutes and regulations.
  - Have the willingness and ability to provide care and supervision to a "child", taking into consideration the age, maturity, behavioral tendencies, mental and physical health, medications abilities and limitations, developmental level of, and court orders for a "child."
- The care and supervision during the caregiver's absence must occur in the caregiver's home.
- The caregiver must provide the alternative caregiver with the following information before leaving the home:

[Back to Top ^](#)

- Information about the emotional, behavioral, medical or physical conditions of a "child," if any.
- Any medication that should be administered to a "child" during the time the "child" is being supervised by the alternative caregiver, consistent with physician's instructions, when available.
- The name and telephone number of the social worker for a child
- The caregiver's emergency contact information.
- The caregiver must provide verbal or written notification to the child's CSW prior to the caregiver's absence from the home. Notification must include:
  - The dates the caregiver plans to be absent from the home.
  - The name of the alternative caregiver.
  - An emergency number where the caregiver may be reached in their absence.
- The caregiver must receive prior approval from the social worker or probation officer for a "child" for any absence that exceeds 72 hours.

## **Respite Care**

Please see the Respite Care policy for detailed information.

## **Leaving a Child in Foster Care Alone**

A caregiver may leave a child in foster care alone, without adult supervision, for brief periods of time. The caregiver must apply the Reasonable and Prudent Parent Standard to determine the appropriateness of leaving a child home alone. This decision must be made on a case-by-case basis. When leaving a child home alone, the caregiver must make sure the child knows where the emergency numbers are posted, knows the emergency procedures, and know where and how to contact the caregiver. They do not need to get prior approval from their CSW.

## **Day Care**

If a caregiver places a child in foster care into day care, he or she must be a licensed child care facility. Regulations prohibit the use of unlicensed facilities for this purpose.

## **Religious Practice**

### **Children in Foster Care**

Children in foster care have a right to religious freedom including the right to attend religious services and activities or to refrain from the practice of religion altogether. The child's association with his/her religious group must be maintained, if so desired by the child and his/her family, while s/he is in out-of-home care. A parent or legal guardian has the authority to determine the child's religious preference, until the child is:

- Old enough to choose a religion for him/herself, or

[Back to Top ^](#)

- Parent's rights are terminated.

If a parent is unavailable or his or her whereabouts are currently unknown and the religious preferences of the parents have not been previously made known, the child may voluntarily participate in the religious activities of the out-of-home caregiver as long as those activities do not endanger the child's health and safety.

## Out-of-Home Caregivers

Any religious practices by out-of-home caregivers which advocate corporal punishment, rituals involving sex acts or physical abuse, the prohibition of medical care and any other practices which pose a threat to the child's health and safety are not permitted, even if the child's parent or legal guardian agrees with these practices.

The rights and responsibilities of caregivers regarding religious practices are:

- The right to practice the religion of his or her choice; however, those religious practices must not be forced upon the foster child, the foster child's parent or legal guardian, or interfere with the provision of care to the foster child.
- Religious practices including, but not limited to, medical care, dietary restrictions, prohibition of birthday and holiday celebrations, mode of dress, or exclusion of the use of cosmetics cannot be imposed upon a child.
- The parent or legal guardian must express permission for the child to participate in any religious practices outside of their own religious doctrine, with the understanding that the practices do not endanger the child's health and safety.
- The religious practices of the out-of-home caregiver cannot prohibit the child from obtaining an abortion or using birth control.
- A child cannot be baptized, circumcised, etc., without a parent's, legal guardian's, or court's authorization.

[Back to Policy](#)

## PROCEDURE

### Assessing the Quality of Out-of-Home Care

#### CSW Responsibilities

1. During monthly contacts, assess for the quality of care the child/NMD by using the Quality of Life Questions.
2. Encourage and remind the caregiver that the child/NMD should be given the opportunity to participate in extracurricular activities.
  - a. Provide the caregiver with the Caregiver Information Sheet, Extracurricular, Enrichment And Social Activities, And The Reasonable And Prudent Parent Standard.
  - b. If there is concern about a caregiver's judgment regarding a child's participation in extracurricular activities, consult with County Counsel on what action should be taken.

[Back to Top ^](#)

- c. Document the dependent child's participation in extracurricular activities in the Contact Notebook and in court reports.
3. If there is an unresolved quality of life concern, consult with the SCSW regarding to determine what if any actions can be taken to rectify the concern(s).
4. If during the course of contact with the child/youth, it is determined the child/youth cannot safely remain in the caregiver's home, immediately contact the SCSW regarding the situation.
  - a. If it is determined the child/youth should be removed, follow the steps outlined in Child Abuse and Neglect Reporting Act.
5. Upon return to the office:
  - a. Immediately contact the Child Protection Hotline and make a child abuse referral if child abuse and/or neglect is suspected.
    - This applies to nonminor dependents (NMD) as well.
  - b. Locate a new placement and replace the child/youth.
    - Utilize the Child and Family Team (CFT) process prior to locating a placement or shortly after replacement.

### **SCSW Responsibilities**

1. If there is a quality of life concern that could not be resolved, notify the ARA and provide him/her with the following information:
  - a. Your name and title;
  - b. Your office location and telephone number;
  - c. The child's/NMD's name and case number;
  - d. The type of placement (foster home, foster family agency home, relative home, group home, etc.);
  - e. The caregiver/placement name and location;
  - f. The specific quality-of-life issue of concern; and,
  - g. Any additional remarks or pertinent information (e.g., attempts to resolve the matter).
2. Document the following in the Contact Notebook:
  - a. Name of the ARA
  - b. The date ARA was notified of the quality-of-life issue(s).
  - c. Action to be taken (if known) and any needed follow-up.

### **ARA Responsibilities**

1. Within one business day of being informed of a quality of life concern notify your Deputy Director's Executive Assistant and provide them with the following information.
  - a. The name of the CSW;
  - b. The CSW's office location and telephone number;
  - c. The child's/NMD's name and case number;

[Back to Top ^](#)

- d. The type of placement (foster home, foster family agency home, relative home, group home, etc.);
- e. The caregiver/placement name and location;
- f. The specific quality-of-life issue of concern; and,
- g. Any additional remarks or pertinent information

### **Service Bureau Deputy Director's Executive Assistant Responsibilities**

1. Review the facts presented regarding any quality of life issues and take available steps to remedy the concerns of the CSW;
2. When appropriate, contact the out-of-home caregiver and attempt to resolve the matter.
3. Report concerns as follows:
  - a. For Group Homes or Foster Family Agencies, the matter is referred to Resource Contract Management Division for appropriate follow-up and/or action.
  - b. For licensed foster homes or a small family home, the matter is referred to Community Care Licensing (CCL) to report possible violations of licensing regulations.
  - c. For relative and non-relative extended family members, the matter is referred to the ASFA Division.
4. Notify the ARA of the results and or actions taken regarding the reported concern.

[Back to Procedure](#)

---

## **APPROVALS**

---

None

---

## **HELPFUL LINKS**

---

### **Attachments**

Caregiver Information Sheet, Extracurricular, Enrichment and Social Activities, and the Reasonable and Prudent Parent Standard

Caregiver's Ability to Arrange for Care and Supervision FAQ

CDSS Reasonable & Prudent Parent Standards FAQ

Quality of Life Questions

### **Forms**

### **LA Kids**

DCFS 2281, Clothing Standard

DCFS 5650, Personal Rights

### **Referenced Policy Guides**

[Back to Top ^](#)

0050-501.10, Child Abuse and Neglect Reporting Act (CANRA)  
0070-548.01, Child and Family Teams  
0070-559.10, Clearances  
0100-510.21, Voluntary Placement  
0100-535.60, Youth Development: The 90-Day Transition Plan and Transitioning to Independence  
0300-503.85, Permission for a Child to Marry, Join the Armed Forces or Join the Job Corps  
0400-504.00, Family Visitation Planning  
0600-502.20, HIV/AIDS Testing and Disclosure of HIV/AIDS Information  
0600-514.10, Psychotropic Medication: Authorization, Review, and Monitoring for DCFS Supervised Child  
0700-500.10, Education of DCFS-Supervised Children  
FYI 06-05, Administration of Emergency Medical Assistance and Injections for Severe Diabetic Hypoglycemia and Anaphylactic Shock and Subcutaneous Injections or Other Prescribed Medication to a Foster Child

## Statutes

All County Letter 05-39, Extracurricular, Enrichment, and Social Activities

Health and Safety Code (HSC) Section 1507.25 – Caregivers trained to administer injections by a licensed health care professional are only authorized to administer emergency medical assistance and injections to a foster child for severe diabetic hypoglycemia, anaphylactic shock, and subcutaneous injections of other prescribed medication.

HSC Section 1530.6 – Authorizes out-of-home caregivers to give the same legal consent for that child as a parent except for specified circumstances.

HSC 1530.7 – Requires group homes, foster family agencies, small family homes, transitional housing placement providers, and crisis nurseries licensed pursuant to this chapter to maintain a smoke-free environment.

Penal Code (PEN) Section 652 – States that permission must be obtained from a parent or guardian in order to perform or offer to perform body piercing upon a person under the age of 18 years.

PEN Section 653 – States that every person who tattoos or offers to tattoo a person under the age of 18 years is guilty of a misdemeanor. As used in this section, to "tattoo" means to insert pigment under the surface of the skin of a human being, by pricking with a needle or otherwise, so as to produce an indelible mark or figure visible through the skin. This section is not intended to apply to any act of a licensed practitioner of the healing arts performed in the course of his practice.

PEN Section 3003.6 – Prohibits registered sex offenders (RSO) from residing, working or volunteering in specified foster homes or facilities. Applies to homes/placements DCFS approves including relatives, NREFM's and delinquents who are not clients. Violation is a misdemeanor. Wards who are clients, who are sexual offenders, are not statutorily prohibited from residing in homes with other dependents and/or wards.

Title 22, Division 6, Chapter 1, Section 80072(a)(5) – States that each client has personal rights.

[Back to Top ^](#)

Title 22, Division 6, Chapter 9.5, Article 3 Personal Rights Section 89372 – States that each child shall have personal rights which include to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice.

Title 22, Division 6, Chapter 9.5, Section 89377 – States that a caregiver is responsible for applying the Reasonable and Prudent Parent Standard and what factors to consider.

Title 22, Division 6, Chapter 9.5, Section 89378 – Sets forth the terms and conditions for a caregiver using an Occasional Short-term Babysitter and for an Alternative Caregiver.

Title 22, Division 6, Chapter 9.5, Section 89379 – Sets forth the parameters of extracurricular, enrichment, and social activities

Vehicle Code Section 17701 – States in pertinent part that if a youth is a dependent or ward of the court, the application may be signed by a grandparent, a sibling over the age of 18 years, aunt, uncle, or foster parent with whom the youth resides. The probation officer or child protective services worker acting as an officer of the court, on behalf of a youth, may also sign and verify the application of a child who is a dependent or ward of the court, if the youth files proof of financial responsibility. Prior to signing the application, the probation officer or child protective services worker shall notify the foster parents or other responsible party of his or her intent to sign and verify the application.

Welfare and Institutions Code (WIC) Section 362.04 – Provides guidelines and the criteria for using an occasional short-term babysitter.

WIC Section 362.05 – States every child adjudged a dependent child of the juvenile court shall be entitled to participate in age-appropriate extracurricular, enrichment, and social activities, including, but not limited to, access to computer technology and the Internet.

WIC Section 369.5(a) – States in pertinent part that if a child is adjudged a dependent child of the court under Section 300 and the child has been removed from the physical custody of the parent under Section 361, only a juvenile court judicial officer shall have authority to make orders regarding the administration of psychotropic medications for that child.

WIC Section 16001.9 – Establishes the rights that all children in foster care are entitled to.

[Back to Helpful Links](#)

[Back to Top ^](#)

## **RFA Training Curriculum**

# RFA

## —○ TRAINING CURRICULUM ○—

### PRE-APPROVAL

#### MODULE 1 - 3 HOURS

S1-Introduction/Rules of the Road
S2-DCFS/Probation Overview/Shared Core Practice
S3-Strengths and Needs Matching Activity
S4-Lopez-Johnson Sculpting Activity/Family Ecomap
S5-Key Points Review/Questions/Close

#### KEY CONCEPTS

Continuum of Care Reform (CCR) and RFA CBO role, training and assessment

Court Process, Distinctions and Expectations of the Hearings

DCFS Mission, Goals, and Strategies (e.g., Safety, Well-being, Concurrent Planning, Core Practice Model, Permanence)

The Protective Factors

Expectation of cooperation with the DCFS and goals for our shared clients

Needs of Children in Care

#### MODULE 2 - 3 HOURS

S1-Welcome / Introduction & Rules of the Road
S2-Understanding Reasons, Feelings, and Behaviors
S3-Defining Trauma and the Impact on Children in Out of Home Care
S4-Grief and Loss
S5-Effects of Trauma on Behavior
S6-Managing Behaviors with Positive Discipline
S7-Key Points: Summary, Questions and Closing

#### KEY CONCEPTS

##### Cognitive Triangle

Age appropriate behaviors, development Reasons, Feelings, Behaviors

##### Trauma

Chronic, Acute, Ongoing Reasons for Entry into Foster Care Video (Trauma from a child's perspective)

##### Grief and Loss

Age appropriate behaviors, development Grief and loss, Child abuse and neglect and Domestic Violence impact on child development and behavior

##### Positive Discipline

Supportive methods of intervention Positive Discipline

## KEY CONCEPTS

---

### MODULE 3 – 3 HOURS

- S1-Introduction/Rules of the Road
- S2-What is your Adjective?
- S3-Importance of Identity
- S4-Power of Connections
- S5-Culture & Family Dynamics
- S6-Responsibilities of Resource Parents
- S7-Key Points Review/Questions/Close

Safe Guarding the child's right to have fair and equal access to all available services, placement, care, treatment and benefits.

No discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.

Cultural needs of children, cultural competency and sensitivity, best practices for adequate care for children across diverse ethnic and racial backgrounds, as well as children identifying as lesbian, gay, bisexual, or transgender.

Reasonable and Prudent Parenting Standard

Accessing services and supports available to foster children to address education needs, physical, mental, and behavioral health, and substance use disorders, including culturally relevant services.

### MODULE 4 – 3 HOURS

- S1-Introduction/Rules of the Road
- S2-What is your Adjective?
- S3-Importance of Identity
- S4-Power of Connections
- S5-Culture & Family Dynamics
- S6-Responsibilities of Resource Parents
- S7-Key Points Review/Questions/Close

## KEY CONCEPTS

---

- Health Section
- Mental Health Section
- Educational Services
- Personal Rights and Prudent Parenting
- Safety Laws
- Safety When Visiting
- Continuum of Care Reform
- Additional Training Information, including Specialized Trainings
- Panel Presentation

## MODULE 5 - 4 HOURS

S1-Introductions/Ice Breaker

S2-Review of Pre-Approval Curriculum

S3-What The Child Brings

S4-What Trauma Looks Like at Different Ages

S5-Building Positive Attachments

S6-Rebuilding and Supporting Attachments

S7-Learning How to Intervene While Promoting Attachment

S8-Video: Voices of Youth Supporting Adolescents in Foster Care

S9-Key Points Review/Questions/Close

## KEY CONCEPTS

Ages and Stages

What Trauma looks like

Cycle of Needs and Attachment

Advocating for the Mental Hx Needs of your child

How to interact with your traumatized child

Rebuilding and Supporting Attachments

How to intervene while supporting Attachment

Video : How to support Adolescent in Care

## MODULE 6 - 4 HOURS

S1-Introduction and Review Rules of the Road

S2-Participant Introductions

S3-Pursuit of Wellness/Assessment

S4-The Role of Self-Regulation in Self Care

S5-Tools for Working with Birth Parents

S6-Strategies for Working With Birth Parents

S7-Summary

## KEY CONCEPTS

Hierarchy of Needs

Shared Core Practice Model Chart

Cycle of Need

Seven Dimensions of Wellness

Four Stages of Burnout

Safety, Well-being and Permanence

Relaxation Techniques

5 Zen Habits for Balanced Living

# RFA

## —○ TRAINING CURRICULUM ○—

### PRE-APPROVAL

#### MODULE 1 - 3 HOURS

S1-Introduction/Rules of the Road
S2-DCFS/Probation Overview/Shared Core Practice
S3-Strengths and Needs Matching Activity
S4-Lopez-Johnson Sculpting Activity/Family Ecomap
S5-Key Points Review/Questions/Close

#### KEY CONCEPTS

Continuum of Care Reform (CCR) and RFA CBO role, training and assessment

Court Process, Distinctions and Expectations of the Hearings

DCFS Mission, Goals, and Strategies (e.g., Safety, Well-being, Concurrent Planning, Core Practice Model, Permanence)

The Protective Factors

Expectation of cooperation with the DCFS and goals for our shared clients

Needs of Children in Care

#### MODULE 2 - 3 HOURS

S1-Welcome / Introduction & Rules of the Road
S2-Understanding Reasons, Feelings, and Behaviors
S3-Defining Trauma and the Impact on Children in Out of Home Care
S4-Grief and Loss
S5-Effects of Trauma on Behavior
S6-Managing Behaviors with Positive Discipline
S7-Key Points: Summary, Questions and Closing

#### KEY CONCEPTS

##### Cognitive Triangle

Age appropriate behaviors, development Reasons, Feelings, Behaviors

##### Trauma

Chronic, Acute, Ongoing Reasons for Entry into Foster Care Video (Trauma from a child's perspective)

##### Grief and Loss

Age appropriate behaviors, development Grief and loss, Child abuse and neglect and Domestic Violence impact on child development and behavior

##### Positive Discipline

Supportive methods of intervention Positive Discipline

## KEY CONCEPTS

---

### MODULE 3 – 3 HOURS

- S1-Introduction/Rules of the Road
- S2-What is your Adjective?
- S3-Importance of Identity
- S4-Power of Connections
- S5-Culture & Family Dynamics
- S6-Responsibilities of Resource Parents
- S7-Key Points Review/Questions/Close

Safe Guarding the child's right to have fair and equal access to all available services, placement, care, treatment and benefits.

No discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.

Cultural needs of children, cultural competency and sensitivity, best practices for adequate care for children across diverse ethnic and racial backgrounds, as well as children identifying as lesbian, gay, bisexual, or transgender.

Reasonable and Prudent Parenting Standard

Accessing services and supports available to foster children to address education needs, physical, mental, and behavioral health, and substance use disorders, including culturally relevant services.

### MODULE 4 – 3 HOURS

- S1-Introduction/Rules of the Road
- S2-What is your Adjective?
- S3-Importance of Identity
- S4-Power of Connections
- S5-Culture & Family Dynamics
- S6-Responsibilities of Resource Parents
- S7-Key Points Review/Questions/Close

## KEY CONCEPTS

---

- Health Section
- Mental Health Section
- Educational Services
- Personal Rights and Prudent Parenting
- Safety Laws
- Safety When Visiting
- Continuum of Care Reform
- Additional Training Information, including Specialized Trainings
- Panel Presentation

## MODULE 5 - 4 HOURS

S1-Introductions/Ice Breaker

S2-Review of Pre-Approval Curriculum

S3-What The Child Brings

S4-What Trauma Looks Like at Different Ages

S5-Building Positive Attachments

S6-Rebuilding and Supporting Attachments

S7-Learning How to Intervene While Promoting Attachment

S8-Video: Voices of Youth Supporting Adolescents in Foster Care

S9-Key Points Review/Questions/Close

## KEY CONCEPTS

Ages and Stages

What Trauma looks like

Cycle of Needs and Attachment

Advocating for the Mental Hx Needs of your child

How to interact with your traumatized child

Rebuilding and Supporting Attachments

How to intervene while supporting Attachment

Video : How to support Adolescent in Care

## MODULE 6 - 4 HOURS

S1-Introduction and Review Rules of the Road

S2-Participant Introductions

S3-Pursuit of Wellness/Assessment

S4-The Role of Self-Regulation in Self Care

S5-Tools for Working with Birth Parents

S6-Strategies for Working With Birth Parents

S7-Summary

## KEY CONCEPTS

Hierarchy of Needs

Shared Core Practice Model Chart

Cycle of Need

Seven Dimensions of Wellness

Four Stages of Burnout

Safety, Well-being and Permanence

Relaxation Techniques

5 Zen Habits for Balanced Living



**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

510 S. Vermont Avenue, Los Angeles, California 90020  
(213) 351-5602

BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

Board of Supervisors  
HILDA L. SOLIS  
First District  
HOLLY J. MITCHELL  
Second District  
LINDSEY P. HORVATH  
Third District  
JANICE HAHN  
Fourth District  
KATHRYN BARGER  
Fifth District



**ACKNOWLEDGEMENT OF NO PHYSICAL DISCIPLINE**

I, \_\_\_\_\_, understand that Positive Discipline methods that are age-appropriate, non-physical and non-punitive discipline are the only forms of discipline allowed. Positive Discipline may include age-appropriate time-outs or time-in with a loving adult, withdrawal of privileges, restrictions discussion, etc. **Physical punishment is prohibited.** Physical punishment includes spanking, slapping, hitting, biting, shaking, pinching or inflicting pain on a child.

Other prohibited punishment includes humiliation, intimidation, ridicule, coercion, threats, mental or emotional abuse, or any other punitive forms of discipline including interference with activities of daily living such as feeding, sleeping, toileting, denial of family contact/visitation, provision of shelter, clothing or aids to physical functioning.

I have read the above information and understand the Departments of Children and Family Services (DCFS) and Probation, Acknowledgement of No Physical Discipline, which prohibits the use of physical punishment.

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

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**Affirming Care Giver Flyer**



## Becoming an Affirming Caregiver for LGBTQ+ Youth

Like all young people, Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ+) children and youth in foster care need nurturing families and caregivers to help them navigate their teenage years and grow into healthy adults. To help create a home where LGBTQ+ youth feel safe, it is important to support and accept the young people in your care without bias. Research shows that family and caregivers who create accepting and supportive environments can enhance the health, mental health, self-esteem and wellbeing of LGBTQ+ youth.

### What does “affirming” mean?

- Understanding **everyone** has a sexual orientation and gender identity (SOGI) and a person’s SOGI and sense of self may change over time.
- Believing all people are **worthy of love** and respect, inclusive of their SOGI.
- **Warmly welcoming** and encouraging youth to be their true selves without judgement.
- Actively working to meet the **unique needs** of LGBTQ+ youth.

### What does affirming care look like?

- Letting youth know you will **always** be supportive, even as you are still learning.
- Keeping a youth’s sexual orientation and gender identity **private** unless the youth gives permission to share.
- **Advocating** for youth’s safe inclusion in the home, school and community.
- Using correct **names and pronouns** and correcting others who do not.
- Supporting a youth to **dress** in the way they feel most comfortable, according to their gender identity.
- Supporting a child’s **friendships** with others who are also LGBTQ+.
- **Sharing** with the social worker if you feel services are not affirming the child’s SOGI.

- Attending support groups or advocacy groups to better understand how to provide support and get accurate information.

### How can I learn to provide affirming care?

- Complete the new online training: Supporting LGBTQ+ Youth – Considerations for Caregivers, available at: [bit.ly/UCLACWT](http://bit.ly/UCLACWT).
- Watch the animated short: Support for LGBTQ+ Youth Starts at Home: An #AsYouAre Project, available at: [bit.ly/AsYouAreShort](http://bit.ly/AsYouAreShort).

### Are there resources available?

Yes! We have many local community and county partners to support our youth and caregivers. To see available resources, visit: [dcfs.lacounty.gov/youth/lgbtq-youth/](http://dcfs.lacounty.gov/youth/lgbtq-youth/).

### Have additional questions? Contact us!

- Jamie Estrada, DCFS LGBTQ+ Program: [estraja@dcfs.lacounty.gov](mailto:estraja@dcfs.lacounty.gov)
- Jessica Brown, DCFS Office of Equity: [brownj@dcfs.lacounty.gov](mailto:brownj@dcfs.lacounty.gov)

Encouraging someone to be entirely themselves is the loudest way to love them.  
-Kalen Dion, Author and Visual Artist



## Local and National Support and Resources

Visit our DCFS Youth Page for even more resources and information:  
[dcfs.lacounty.gov/youth](http://dcfs.lacounty.gov/youth)

### LA LGBT Center

LA based child and family focused, culturally responsive support committed to increasing safety, well-being and permanency for LGBTQ+ children and youth. A wide array of community and clinical resources focus on self-esteem, relationships and wellness.  
[lalgbtcenter.org](http://lalgbtcenter.org)

### Long Beach LGBT Center

Located in Long Beach, services include mentorship, mental health care, support groups and student advocacy.  
[centerlb.org](http://centerlb.org)

### Penny Lane

Serving our families in the Antelope Valley and throughout LA, services include youth support groups, education and support for transition aged youth (TAY).  
[pennylane.org](http://pennylane.org)

### The Help Group's Kaleidoscope Program

San Fernando Valley and LA based services for LGBTQ+ youth, young adults and their families, developing on self-acceptance, mental health stability, strong social connections and resiliency.  
[kaleidoscopelgbtq.org](http://kaleidoscopelgbtq.org)

### The Family Acceptance Project

Helps ethnically, socially, and religiously diverse families increase support for their LGBTQ+ children [lgbtfamilyacceptance.org](http://lgbtfamilyacceptance.org)

### Trevor Project

24/7 Crisis services, education, and advocacy for LGBTQ+ young people.  
[thetrevorproject.org](http://thetrevorproject.org)

### PFLAG

Nationwide organization dedicated to supporting, educating, and advocating for LGBTQ+ people and those who love them. The LA Chapter offers support groups.  
[www.pflag.org](http://www.pflag.org)

### Human Rights Campaign

Offers numerous resources to LGBTQ+ people and their allies

- LGBTQ Youth: resources to support LGBTQ+ youth in your care
- Parenting: resources for issues facing families with parents or children who identify as LGBTQ+

[hrc.org/resources](http://hrc.org/resources)

### The Wall Las Memorias

LA based program focused on community organizing and outreach. Groups for LGBTQ+ youth and their caregivers focus on wellness and mental health.

[Thewalllasmemorias.org](http://Thewalllasmemorias.org)

### RaiseAChild

Local and national services, including resource parent advocates, support networks and training for resource families and youth.  
[RaiseAchild.org](http://RaiseAchild.org)

### Child Welfare Information Gateway

Provides practical advice, guidance, and resources for caregivers  
Supporting LGBTQ+ Youth: A Guide for Foster Parents

**Pre- Approval Training Participant Interim Evaluation Form**

**DCFS RFA PRE-APPROVAL TRAINING  
INTERIM EVALUATION FORM**

Agency: \_\_\_\_\_

Trainer(s): \_\_\_\_\_

Date of Class(es): \_\_\_\_\_ Module# \_\_\_\_\_

Training Session Topic(s): \_\_\_\_\_

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

Was applicant on time to class?  Yes  No      Did applicant stay for whole class?  Yes  No

**During training, did any of the following areas stand out relative to the prospective applicant?**

**Participation/Attention During Class/Behavior:**

---

---

---

**Understanding of Materials/Information:**

---

---

---

**Parenting Skills/Judgment:**

---

---

---

**Other Comments:**

---

---

---

**Follow-up needed:**

---

---

---

Trainer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Pre-Approval Training Participant Final Evaluation Form**

## DCFS RFA PRE-APPROVAL TRAINING

### FINAL EVALUATION FORM

RHAS Agency:

Trainer(s):

Date of Classes:

Module#:

Applicant Name:

Was applicant on time to classes?  Yes  No

Did applicant stay for whole classes?  Yes  No

#### Check all that apply:

##### **I. Participation**

- Positive participation
- Limited participation
- No participation
- Over participated – did not allow others to answer questions, monopolizing the class

##### **II. Attention During Class**

- Attentive during class
- Limited attention during class – read other materials, used cell phone, took multiple breaks, slept
- Asked thoughtful questions
- Repeatedly asked questions off topic

##### **III. Behavior**

- Demonstrated positive social/interpersonal skills
- Demonstrated poor social/interpersonal skills
- Disrespectful to instructor(s)
- Disrespectful to other classmates
- Argumentative during class
- Demonstrated out of the ordinary behavior during class – describe:

##### **IV. Understanding of Materials/Information**

- Good understanding of class materials/information
- Does not seem to understand materials/information
- Lacks understanding of application process
- Seems to have language barrier – unsure if able to understand class

##### **V. Parenting Skills/Judgment**

- Demonstrated good parenting knowledge/skills
- Concern(s) about parenting skills/ability
- Applicant's own discipline practice/philosophy conflicts with agency philosophy/policy
- Demonstrated good common sense
- Poor boundaries observed

##### **VI. New Information Obtained**

- Family history issue(s) identified
- Physical plant issue(s) identified
- Financial concern(s) identified
- Applicant disclosed other new concerning information:

##### **VII. Other**

- Unrealistic expectations
- Applicant is not in agreement with agency rule/policy – explain:

Trainer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Pre- Placement Training Participant Interim Evaluation Form**

## **RFA PRE-PLACEMENT TRAINING PARTICIPANT INTERIM EVALUATION FORM**

Agency: \_\_\_\_\_

Trainer(s): \_\_\_\_\_

Date of Class(es): \_\_\_\_\_ Module# \_\_\_\_\_

Training Session Topic(s): \_\_\_\_\_

Resource Parent Name: \_\_\_\_\_

Was resource parent on time to class?  Yes  No

Did resource parent stay for whole class?  Yes  No

**During training, did any of the following areas stand out relative to the prospective resource parent?**

**Participation/Attention During Class/Behavior:**

---

---

---

**Understanding of Materials/Information:**

---

---

---

**Parenting Skills/Judgment:**

---

---

---

**Other Comments:**

---

---

---

**Follow-up needed:**

---

---

---

Trainer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Pre-Placement Training Participant Final Evaluation**

## RFA PRE-PLACEMENT TRAINING

### FINAL EVALUATION FORM

Agency:

---

Trainer(s):

---

Date of Classes:

Module#:

---

Resource Parent:

---

Was resource parent on time to classes?  Yes  No

Did resource parent stay for whole classes?  Yes  No

#### Check all that apply:

#### I. Participation

- Positive participation
- Limited participation
- No participation
- Over participated – did not allow others to answer questions, monopolizing the class

#### II. Attention During Class

- Attentive during class
- Limited attention during class – read other materials, used cell phone, took multiple breaks, slept
- Asked thoughtful questions
- Repeatedly asked questions off topic

#### III. Behavior

- Demonstrated positive social/interpersonal skills
- Demonstrated poor social/interpersonal skills
- Disrespectful to instructor(s)
- Disrespectful to other classmates
- Argumentative during class
- Demonstrated out of the ordinary behavior during class – describe:

#### IV. Understanding of Materials/Information

- Good understanding of class materials/information
- Does not seem to understand materials/information
- Lacks understanding of application process
- Seems to have language barrier – unsure if able to understand class

#### V. Parenting Skills/Judgment

- Demonstrated good parenting knowledge/skills
- Concern(s) about parenting skills/ability
- Resource parent's own discipline practice/philosophy conflicts with agency philosophy/policy
- Demonstrated good common sense
- Poor boundaries observed

#### VI. New Information Obtained

- Family history issue(s) identified
- Physical plant issue(s) identified
- Financial concern(s) identified
- Resource parent disclosed other new concerning information:

#### VII. Other

- Unrealistic expectations
- Resource parent is not in agreement with agency rule/policy – explain:

Trainer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# RFA Pre-Approval Training Survey

*Date of Training* \_\_\_\_\_

*Name of Trainer* \_\_\_\_\_

RFA is committed to providing caregivers with the tools needed to successfully and safely care for children placed in their care. Help us learn more about your experience with the Training classes by answering the questions below. Thank you.

Please rate the quality of the material presented to you during the approval process?

1     2     3     4     5

## Disappointing

## Exceptional

How much did the pre-approval training material impact your ability to effectively care for the dependent children?

1    2    3    4    5

Not at All

## A Lot

Is the training topic critical to the initial training or could it be set aside for a follow up training?

Module 1 Understanding DCFS, RFA and expectations for care  Yes  No

Module 2 Trauma Lens, Grief/Loss, Cognitive Triangle-behaviors, thoughts, feelings  Yes |  No

Module 3 Identity, Cultural, Self-Concept, Race, Ethnicity and Connections  Yes |  No

Module 4 Advocacy and Resources; strengths and needs, school bullying, health resources  Yes |  No

Yes, training is critical for new Resource Families |  No, the Training is helpful but not necessary for new Families

Was there information you needed to know at the beginning that was not addressed?

Was there something you learned too late?

What was the most helpful training information you received?

Please share any additional comments or suggestions.

## RFA Pre-Placement Training Survey

*Date of Training* \_\_\_\_\_

*Name of Trainer* \_\_\_\_\_

RFA is committed to providing caregivers with the tools needed to successfully and safely care for children placed in their care. Help us learn more about your experience with the Training classes by answering the questions below. Thank you.

Please rate the quality of the material presented to you during the approval process?

1     2     3     4     5

Disappointing

Exceptional

How much did the Annual Training material impact your ability to effectively care for the dependent children?

1     2     3     4     5

Not at All

A Lot

Is the training topic critical for new Resource Families?

Yes, training is critical for new Resource Families |  No, the Training is helpful but not necessary for new Families

Module 5 Trauma

Yes |  No

Module 6 Self Care

Yes |  No

Was there information you needed to know at the beginning that was not addressed?

---



---

What was the most helpful training information you received?

---



---

Was the training format appropriate for the subject?

---



---

Please share any additional comments or suggestions.

---



---

Was there something you learned too late?

---



---

**Integrated Core Practice Model**



# The Integrated Core Practice Model (ICPM)

Beginning in the fall of 2019, subject matter experts from various identified systems formed short-term ICPM advisory and review teams. Their task was to evaluate and refine the original practice model content developed by the Child Welfare, Probation and Mental Health experts for the 2018 version. These teams underwent a series of facilitated meetings to review, expand, and enhance the Integrated Core Practice Model (ICPM) content, tailoring it to effectively address the needs of their constituents and fellow service organizations.

**The collaborative effort included representatives from:**

- Regional Centers
- Family Resource Centers/Family Support and Child Abuse Prevention Experts
- Current and Former Foster Youth
- Biological Parents and Parent Partners
- Short Term Residential Therapeutic Program and Foster Family Agency Providers/Resource Families
- Schools (General and Special Education)
- Tribal and Native Service and Policy Experts

The ICPM embodies the shared values, core components, and standards of practice expected from California's children, youth, and family serving agencies within the System of Care (CYSOC). It outlines expected behaviors for staff in direct service, supervisory, and leadership roles. These values, principles, and practices are meant to be shared by all who seek to support children, youth, and families whether employed by a governmental agency or a community-based organization. Supported by brain science, these principles cultivate psychological safety, a crucial neurobiological element for growth and transformation.

Collaboration is at the heart of this ICPM, emphasizing teamwork with parents, children, youth, families, tribes, and other natural supports. It requires working transparently and responsively with all interagency partners, building positive relationships, sharing decision-making power and resources to successfully implement an integrated plan. For Indian children, a tribal representative must be included in the team. A tribal representative provides enriched cultural information and perspective, as well as the required formal support within decision-making processes.

Research on collective intelligence reveals that social abilities are crucial to achieving high performance in teams. The number one factor is the social perceptiveness of the members—



higher intelligence and collaborate more effectively.

While a teaming process is common across all partner agencies, court-dependent children and youth are required to have Child and Family Team (CFT) meetings, integrating services and supports into court-ordered case plans addressing the removal or risk of removal from parents. Many counties have implemented Safety Organized Practice (SOP) within their child welfare services and as a framework for their CFTs and case planning within child welfare.

For those receiving services outside of foster care, various teaming forms exist, including Individualized Education Planning, Student Study Teams, Individual Family Service Plans, Individual Program Plans, etc. Regardless of the form or structure of the team, professionals are expected to implement the values and principles of this ICPM in the engagement, assessment, planning and implementation, monitoring and adapting, and transitioning of care and services. A shared goal of the local Children and Youth System of Care is to limit redundancy and conflict across plans and maximize resources and alignment in planning activities. There should be one team and one plan for each youth in a Children and Youth System of Care.

## Contact Us

### Family Centered Practice Unit

744 P Street, MS 8-3

Sacramento, CA 95814

(916) 651-2752

[ICPM@dss.ca.gov](mailto:ICPM@dss.ca.gov)



### Quick Links

- [Integrated Core Practice Model Home](#)
- [About The ICPM](#)
- [ICPM Guide](#)
- [ICPM Integrated Training Guide](#)
- [Training/Resources](#)
- [Child and Family Teams \(CFTs\)](#)

**USER COMPLAINT REPORT  
RFA TRAINING**

This form is to be used by DCFS users of RFA TRAINING to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

E-mail Address: \_\_\_\_\_

Date of Report: \_\_\_\_\_

DCFS User Name: \_\_\_\_\_

DCFS

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

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date(s) of Incident(s): \_\_\_\_\_  
\_\_\_\_\_

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

- D Contractor's Program Director is not responding to messages.
- D Contractor's staff not available or not responding to messages.
- D Contractor making staff changes without notification to the County.
- D Illegal or inappropriate behavior by Contractor's staff.
- D Contractor not submitting reports or maintaining records as required.
- D Contractor not complying with the quality assurance requirements as specified in the Contract.
- D Other (describe):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To report an urgent/serious problem, call County Program Manager at: (323) 720-3601**

Send UCR to RFA TRAINING County Program Manager, 5555 Ferguson Drive. Suite 210, Commerce, CA 90022 and a copy to Contracts Compliance Section, 3530 Wilshire Blvd., 5<sup>th</sup> Floor, Los Angeles, CA 90010.

## **STANDARD EXHIBITS**

- A Statement Of Work And Attachments (Not Attached To Contract)
- B Line Item Budget and Budget Narrative (Not Attached To Contract)
- C County's Administration
- D Contractor's Administration
- E Forms Required At The Time Of Contract Execution
  - E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  - E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  - E3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F INFORMATION SECURITY AND PRIVACY REQUIREMENTS



***STATEMENT OF WORK AND ATTACHMENTS***

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



## 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 PROJECT 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**

- E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E3 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**

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**

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: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor Name: [Click or tap here to enter text.](#) Contract No [Click or tap here to enter text.](#)

**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, Confidentiality, and Copyright Assignment 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

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor and Contractor's Staff agree that 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, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: [Click or tap here to enter text.](#)

DATE: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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: [Click or tap here to enter text.](#)

Contract No [Click or tap here to enter text.](#)

Employee Name: [Click or tap here to enter text.](#)

**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, Confidentiality, and Copyright Assignment 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.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that 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, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_ DATE: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT 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: [Click or tap here to enter text.](#)

Contract No [Click or tap here to enter text.](#)

Non-Employee Name: [Click or tap here to enter text.](#)

**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, Confidentiality, and Copyright Assignment 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

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that 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, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

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.

- G1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- G2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- G3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT  
**(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)**

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [Click or tap here to enter text.](#), 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.

[Click or tap here to enter text.](#) and Grantee have entered into County of Los Angeles Agreement Number [Click or tap here to enter text.](#) for [Click or tap here to enter text.](#), dated [Click or tap here to enter text.](#), as amended by Amendment Number [Click or tap here to enter text.](#), dated [Click or tap here to enter text.](#), {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

---

[Click or tap here to enter text.](#)

Date

Grantor's Printed Name: [Click or tap here to enter text.](#)Grantor's Position: [Click or tap here to enter text.](#)

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Click or tap here to enter text., a Click or tap here to enter text., ("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 Click or tap here to enter text. for Click or tap here to enter text., dated Click or tap here to enter text., as amended by Amendment Number Click or tap here to enter text., dated Click or tap here to enter text., {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

---

Click or tap here to enter text.

---

DateGrantor's Printed Name: Click or tap here to enter text.Grantor's Position: Click or tap here to enter text.

(To Be Completed By County and attached to G1 and/or G2)

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

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

On Click or tap here to enter text., 20Click or tap here to enter text., before me, the undersigned, a Notary Public in and for the State of California, personally appeared Click or tap here to enter text., personally known to me or proved to me on the basis of satisfactory evidence to be the Click or tap here to enter text. of Click or tap here to enter text., 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.

Click or tap here to enter text.

---

NOTARY PUBLIC

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

**There are 3 options for HIPAA language. This Exhibit only applies if Option 2 language is included in paragraph 9.1 of the Contract:**

**Option 1 - Covered Entity** – Contractor provides direct patient care and by definition must not only have access to patient medical records but also provides input into the content of the patient's medical record.

**Option 2 - Business Associate** – Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

**Option 3 - Inadvertent Access** – Contractor is neither a Covered Entity nor Business Associate. Contractor or its employees are not intended to have any access to patient medical records/patient information, but in the course of the performance of Agreement services, may have inadvertent access to such records.

**NOTE: HIPAA impacted Departments include: Auditor-Controller, Chief Executive Office, Chief Information Office, Health Services, Human Resources, Mental Health, Public Health, Internal Services, Probation, Office of County Counsel, and Treasure and Tax Collector. These Departments should work closely with County Counsel to determine whether Contractor is a Covered Entity or a Business Associate and determine appropriate language.**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the

privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered,

managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to

the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
  - 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3 Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent

available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected

Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business

Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

- 13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured

Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

#### **16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary

for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**20. MISCELLANEOUS PROVISIONS**

- 20.1 **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 **HIPAA Requirements.** The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 **No Third Party Beneficiaries.** Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

# 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.

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
- 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.

- 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.

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.

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

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:

- 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:**

James Thurmond  
Acting Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5660  
JThurmond@cio.lacounty.gov

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Name  
Departmental Information Security Officer  
Address  
City, State Zip  
Telephone  
Email address

- 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.

## 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.

## **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 \$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.

## ADDENDUM A: SOFTWARE AS A SERVICE

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor must immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor

fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

## ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of

malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

## ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

## DIGITAL ACCESSIBILITY REQUIREMENTS

**FOR ANY CONTRACT INVOLVING WEBSITES, WEBPAGES, OR MOBILE APPLICATIONS THAT THE CONTRACTOR DESIGNS, DEVELOPS, HOSTS, IMPLEMENTS, OR MANAGES ON BEHALF OF THE COUNTY, EXHIBIT J (DIGITAL ACCESSIBILITY REQUIREMENTS) MUST BE INCLUDED IN THE CONTRACT. EXHIBIT J INCORPORATES THE COUNTY'S ACCESSIBILITY STANDARDS CONSISTENT WITH THE WEB CONTENT ACCESSIBILITY GUIDELINES (WCAG) 2.1, LEVEL AA OR THE MOST CURRENT VERSION ADOPTED BY THE COUNTY. THIS EXHIBIT ENSURES THAT ALL DIGITAL CONTENT AND PLATFORMS DEVELOPED OR MAINTAINED UNDER COUNTY CONTRACTS MEET APPLICABLE ACCESSIBILITY REQUIREMENTS UNDER FEDERAL AND STATE LAW.**

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles ("County") to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the [Web Content Accessibility Guidelines](#) (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

### Definitions

- **Web Content Accessibility Guidelines [WCAG](#) 2.1:** Version 2.1, developed by the W3C. Web Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.

- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.
- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines ([WCAG](#)) Overview for an introduction and links to WCAG technical and educational material.

## Digital Accessibility Requirements

### A. Websites and Web Applications

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 [WCAG](#) 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 [WCAG](#) 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

### B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.

- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

#### C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

#### D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

#### Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

#### Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.

- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.
- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

#### E. Third-Party Applications

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

#### F. Exceptions

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.  
**Example:** Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.  
**Example:** An old PDF report from 2015 available on the website for historical reference.
- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).  
**Example:** Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).  
**Example:** A personalized benefits statement accessible only to a particular employee.
- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.  
**Example:** A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

**G. Monitoring and Enforcement**

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.

# 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 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 11) Declaration
- 12) Business Proposal (Narrative Form)
- 13) Price Sheet
- 14) Line Item Budget
- 15) Budget Narrative
- 16) Proposers Involvement in Litigation and Contract Compliance Difficulties

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

<b>Proposer Name:</b>	<b>County Webven Number:</b>
<b>Address:</b>	
<b>Telephone Number:</b>	<b>Email:</b>
<b>Internal Revenue Service Employer Identification Number:</b>	<b>California Business License Number:</b>
<b>Unique Entity Identifier (UEI):</b>	

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

**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".	
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.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: Title: Phone: Email:  Name: Title: Phone: Email:  Name: Title: Phone: Email:

## **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>  <a href="#">LACC 8.300</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification  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)  <a href="#">Click or tap here to enter text.</a>	<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></p> <p><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. Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

**PREFERENCE NOT REQUESTED**

**OR**

<input type="checkbox"/> <b>PREFERENCE REQUESTED (SELECT ALL THAT APPLY)</b>		
<b>Preference Program</b>		<b>Reference</b>
<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="#"><u>LACC 2.204</u></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="#"><u>LACC 2.205</u></a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#"><u>LACC 2.211</u></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:

<b>1. DEBARMENT HISTORY (Check one)</b>		<b>YES</b>	<b>NO</b>
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
<b>2. LIST OF TERMINATED CONTRACTS (Check one)</b>		<b>YES</b>	<b>NO</b>
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:

Name of Entity:

Address:

Contact:

Telephone:

Email:

Termination Date:

Name/Contract No:

Reason for Termination:

Service:

Name of Entity:

Address:

Contact:

Telephone:

Email:

Termination Date:

Name/Contract No:

Reason for Termination:

Service:

Name of Entity:

Address:

Contact:

Telephone:

Email:

Termination Date:

Name/Contract No:

Reason for Termination:

**Instructions for Completing Exhibit 5 - CBE Form**

**Proposer must submit Exhibit 5 - Community Business Enterprise (CBE) Information form in Excel format.**

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%.

**Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE**

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	Proposer must be registered to do business with the office of the California Secretary of State. A certified original copy of the Statement of Information shall be included in the submission of the proposal.	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposer must demonstrate a minimum of three (3) years within the last five (5) years administering Federal, State, County or City contracts.	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposer and its principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contract by any Federal, State or County agency. Proposer must be found clear from County, State and Federal contractor's debarred listings, unless an exception has been authorized by State and Federal regulations.	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposer must have three (3) years of experience in the last five (5) years administering a mentorship program for adults with older youth, or a program that includes finding legal and relational permanency for the Youth that includes adult volunteers working with Youth.	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer must have three (3) years of experience in the last five (5) years working with the Los Angeles County Child Welfare System.	<input type="checkbox"/>	<input type="checkbox"/>
6	Proposer must have three (3) years of experience in the last five (5) years directly providing or provided through subcontractors, social services training, which may include but not limited to child welfare, finding Legal and Relational Permanence for the Youth, education, or child/youth development.	<input type="checkbox"/>	<input type="checkbox"/>

7	<p>Proposer must have at least three (3) years of experience within the last five (5) years recruiting adults to foster, adopt, or mentor youth.</p>	<input type="checkbox"/>	<input type="checkbox"/>
8	<p>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 a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p>	<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

PUBLIC AGENCIES	
AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____
⋮	⋮
AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____
⋮	⋮
AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____
⋮	⋮
AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

## **REQUIRED FORMS – EXHIBIT 8**

### **LIST OF REFERENCES**

#### **Proposer's Name:**

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements (MMRs) stated in the RFP. Proposer must provide 3 references where the same or similar scope of services was provided.

Proposer may also provide three (3) alternate references in the event that a reference is non-responsive.

It is the Proposer's responsibility to ensure accuracy of the information provided below.

<b>REFERENCES</b>	
<b>REFERENCE 1</b>	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
<b>REFERENCE 2</b>	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
<b>REFERENCE 3</b>	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

<b>ALTERNATE REFERENCES</b>	
<b>ALTERNATE REFERENCE 1</b>	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
<b>ALTERNATE REFERENCE 2</b>	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
<b>ALTERNATE REFERENCE 3</b>	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

**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 \$500 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:
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:
- 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:

**[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):
  - b) Subsidiaries:
  - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 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.

**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.)*

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.

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.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*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.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

\*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 \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (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

---

Date

**REQUIRED FORMS – EXHIBIT 9**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

**INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, 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

---

Date



## **REQUIRED FORMS – EXHIBIT 10**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

**REQUIRED FORMS – EXHIBIT 11**

**DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-16 IS TRUE AND CORRECT.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

## **REQUIRED FORM – Exhibit 12**

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provided a narrative that demonstrates the organization's background and experience specific to item 8.5.3.1**

**8.5.3.1 Describe the agency's background and experience in providing services equivalent or similar too the services identified in RFP, Exhibit A, Statement of Work (SOW).**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## **REQUIRED FORM – Exhibit 12**

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provided a narrative that demonstrates the organization's background and experience specific to item 8.5.3.1**

**8.5.3.1 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.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## **REQUIRED FORM – Exhibit 12**

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.1**

**8.5.4.1 Proposer must describe how their agency will facilitate trainings.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.2**

**8.5.4.2 Proposer must describe their contract staffing plan, including how they will ensure the Master Trainer and Training Teams meet the education and experience requirements and how their agency will ensure the annual training requirements.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## **REQUIRED FORM – Exhibit 12**

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.3**

**8.5.4.3 Proposer must describe how they will provide initial training in the RFAT curriculum to any new training team members as well as, at least annually, regarding the RFAT curriculum to the experienced training team.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.4**

**8.5.4.4 Proposer must describe how they will provide the RFA Pre- Approval and Pre-Placement Training series with English and Spanish modules using DCFS' approved curriculum; with varied scheduled dates and times during the evenings, Monday through Thursday, and on weekends, at least 15 days prior to the anticipated start date of the first training series, and training format.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4,5**

**8.5.4.5** Proposer must describe how they will offer/arrange Cardio Pulmonary Resuscitation (CPR) certification training and First Aid certification training, which meet the RFA standards for applicants, in each of the eight Service Planning Areas with varied dates and times to a minimum of 15 people per class, and training format.

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.6**

**8.5.4.6 Proposer must describe how they will ensure that the training modules consist of no less than 20 participants and no more than 30 participants.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.7**

**8.5.4.7 Proposer must describe how they will conduct preparation meetings with the training team no less than seven (7) days before the start of RFA Pre-Approval Training Module One to discuss the training curriculum and their respective training roles throughout the training series.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.8**

**8.5.4.8 Proposer must describe how they will ensure that the training locations are physically located in each Service Planning Area are available in each service area within 30 days of the contract start date.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.9**

**8.5.4.9 Proposer must describe how they will offer the proposed RFA Training modules at multiple locations to accommodate potential resource families which include: sites easily accessible by public transportation; safe and convenient parking accommodating up to 35 adults; set up with tables and chairs in a U-shape or semicircle; and clean and operable restroom facilities.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.10

**8.5.4.10 Proposer must describe how they will maximize module enrollment and ensure that 25% of modules are in Spanish; how the proposer will provide translators for participants that speak languages other than English and Spanish.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### RFA Services Request for Proposals #24-0634 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.11

**8.5.4.11 Proposer must describe how they will develop a training evaluation to gather feedback and measure the effectiveness and the quality of the RFA Training series, trainers, training facilities, etc.; at the last module of the series and incorporate the feedback to improve quality of service and make improvements.**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.12**

**8.5.4.12 Proposer must describe how they will develop and submit the Monthly Activity and Annual reports**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.5.1**

**8.5.5.1 Proposer must describe in their Quality Assurance Plan (QAP) how their agency will ensure that the required services are provided as specified in RFP**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.5.1**

**8.5.5.1 Proposer must describe in their QAP how the monitoring system cover all services listed on the Performance Requirements Summary (PRS) as described in the RFP**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## REQUIRED FORM – Exhibit 12

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.5.1**

**8.5.5.1 Proposer must describe in their QAP their self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract)**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

## **REQUIRED FORM – Exhibit 12**

### **RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.5.1**

**8.5.5.1 Proposer must describe in their QAP how their agency will ensure compliance with all contract requirements as described in the RFP**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.5.1**

**8.5.5.1 Proposer must describe in their QAP how to utilize their staff with proper Title/level and qualifications of to perform monitoring functions**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

**Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.5.1**

**8.5.5.1 Proposer must describe in their QAP their documentation methods of all monitoring results, including any corrective action taken**

**REQUIRED FORM – Exhibit 12**

**RFA Services Request for Proposals #24-0634 Narrative Form**

**REQUIRED FORMS – EXHIBIT 12**  
**RESOURCE FAMILY APPROVAL TRAINING SERVICES**  
**REQUEST FOR PROPOSALS # 24-0634**

**PRICE SHEET**

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, and Contract.

<b>RESOURCE FAMILY APPROVAL TRAINING SERVICES</b>	<b>Unit of Service</b>	<b>Price</b>
		\$ _____
		\$ _____
		\$ _____
		\$ _____

---

Authorized Signature

---

Print Name and Title

---

Date

**SAMPLE LINE ITEM BUDGET SHEET**

Contractor's Name: \_\_\_\_\_

Service Category: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

**DIRECT COST (List each staff classification)**

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$_____	\$_____
Employee Classification	_____	\$_____	\$_____
Employee Classification	_____	\$_____	\$_____
Others (Please continue to list)			

<b>Total Salaries and Wages</b>		<b>\$</b> _____
---------------------------------	--	-----------------

**\*FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$_____
Dental Insurance	_____	\$_____
Life Insurance	_____	\$_____
Other (list)	_____	\$_____
		<b>Total Benefits</b> <b>\$</b> _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
	<b>Total Payroll Taxes</b> <b>\$</b> _____

Insurance (List Type/Coverage. See Sample Contract, Part II, Section 5.2, Insurance Coverage Requirements)

_____	\$_____
_____	\$_____
_____	\$_____
Vehicles	\$_____
Supplies	\$_____
Services	\$_____
Office Equipment	\$_____
Telephone/Utilities	\$_____
Other (please continue to list)	\$_____
	<b>Total Insurance/Misc. S &amp; S</b> <b>\$</b> _____
	<b>TOTAL DIRECT COSTS</b> <b>\$</b> _____

**INDIRECT COST (List all appropriate)**

General Accounting/Bookkeeping	\$_____
Management Overhead (Specify)	\$_____
Other (Specify)	\$_____

<b>TOTAL INDIRECT COSTS</b>	<b>\$</b> _____
-----------------------------	-----------------

**TOTAL DIRECT AND INDIRECT COST**

PROFIT (Please enter percentage: _____ %)	<b>\$</b> _____
---	-----------------

**TOTAL MONTHLY COSTS**

\*Matching funds must be included in the line item budget and calculated into the fixed cost fee per series completed.

**GENERAL INSTRUCTIONS FOR COMPLETING YOUR BUDGET NARRATIVE**  
 (See SAMPLE Budget Narrative Below)

All proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

**GENERAL INSTRUCTIONS:**

The budget is comprised of both Budget Categories and Budget Line Items.

Budget Categories are the major classifications of expense shown on the Sample Line Item Budget Sheet: Payroll, Employee Benefits, Insurance, Indirect Cost, etc.

Budget Line Items are the individual cost items within each budget category. For example, budget line items within the Payroll category are the individual positions to be funded under this Contract.

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

<u>BUDGET AMOUNT</u>	<u>DESCRIPTION</u>
\$12,000	<b>Contractor's Program Manager:</b> This position will provide administrative supervision to the Program staff on this Contract and will be responsible for administering the Contract in accordance with the Statement of Work. The total amount requested for this line item is \$12,000 (\$2,500/mo x .40 x 12 months).

The methodology in the above example is calculated by multiplying each item, from left to right, as follows:

Monthly Salary (Total Monthly Salary for this Position)	Percent of Time (Allocated to Work on this Contract)	Number of Months (Allocated to Work on this Contract)
\$2,500	40%	12

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

## PROPOSER'S INVOLVEMENT IN LITIGATION AND CONTRACT COMPLIANCE DIFFICULTIES

Check yes or no for the following questions. If answers to any of the six questions are yes, please fully explain the circumstances on a separate page, including discussion of the potential impact on the contract, if awarded.

As part of the Request for Proposals selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

YES      NO

1. Is the agency currently, or within the past seven years, involved in litigation?
2. Is the Chief Executive Officer currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?
3. Are any agency staff members unable to be bonded?
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?
5. Has the agency or Chief Executive Officer ever had public or foundation funds withheld?
6. Has the agency or Chief Executive Director refused to participate in any fiscal audit or review requested by a government agency or funding source?

---

Agency's Legal Name

---

Authorized Signer

---

Signature of authorized individual

---

Date

## **APPENDIX C, D**

### **Appendix**

- C      Solicitation Requirements Review (SRR) Request
- D      Background and Resources: California Charities Regulation

## APPENDIX C

### 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:	Date of Request: _____
Solicitation Title:	Solicitation No.: _____

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

#### **For County use only**

Date SRR Request Received by County:  
Date Solicitation Released:

Reviewed by:

## 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.**