



# **DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

## **REQUEST FOR PROPOSALS #24-0119 FOR PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS SERVICES**

**Prepared By  
County of Los Angeles**

**Release Date:**

**April 14, 2026**

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS .....</b>	<b>1</b>
<b>2.0 INTRODUCTION.....</b>	<b>3</b>
<b>3.0 PURPOSE .....</b>	<b>3</b>
3.1 Statement of Work (SOW).....	3
3.2 Contract: County Terms and Conditions.....	4
<b>4.0 MINIMUM MANDATORY REQUIREMENTS .....</b>	<b>5</b>
<b>5.0 COUNTY’S RIGHTS AND RESPONSIBILITIES.....</b>	<b>6</b>
5.1 Representations Made Prior to Contract Execution .....	6
5.2 Final Contract Award by the Board of Supervisors .....	6
5.3 County’s Option to Reject Proposals .....	6
5.4 County’s Right to Amend Request for Proposals.....	7
5.5 Background and Security Investigations.....	7
<b>6.0 NOTIFICATION TO PROPOSERS .....</b>	<b>7</b>
6.1 Public Records Act.....	7
6.2 Contact with County Personnel .....	8
6.3 Mandatory Requirement to Register on County’s WebVen .....	9
6.4 Protest Policy Review Process.....	9
6.5 Conflict of Interest.....	10
6.6 Determination of Proposer Responsibility.....	10
6.7 Proposer Debarment .....	11
6.8 Improper Considerations .....	11
6.9 County Lobbyist Ordinance .....	12
6.10 Consideration of GAIN/START Participants for Employment .....	12
6.11 Jury Service Program.....	13
6.12 Pending Acquisitions/Mergers by Proposing Company .....	14
6.13 Charitable Contributions Compliance .....	14
6.14 Defaulted Property Tax Reduction Program.....	15
6.15 County’s Commitment to Zero Tolerance Policy on Human Trafficking.....	15
6.16 Intentionally Omitted.....	16

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT) .....	16
6.18 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices.....	16
6.19 Prohibition from Participation in Future Solicitation(s) .....	17
6.20 Community Business Enterprise (CBE) Participation .....	17
6.21 Contribution and Agent Declaration.....	18
6.22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.....	18
<b>7.0 COUNTY’S PREFERENCE PROGRAMS .....</b>	<b>19</b>
7.1 Overview of County’s Preference Programs.....	19
7.2 Local Small Business Enterprise (LSBE) Preference Program .....	20
7.3 Social Enterprise (SE) Preference Program .....	20
7.4 Intentionally Omitted .....	21
7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program .....	21
<b>8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION .....</b>	<b>21</b>
8.1 Truth and Accuracy of Representations.....	21
8.2 Proposers’ Questions .....	21
8.3 Proposers’ Conference .....	22
8.4 Preparation of the Proposal.....	22
8.5 Business Proposal Requirements and Evaluation Criteria (80% of total Points) .....	23
8.6 Cost Proposal Requirements and Evaluation (20%) .....	30
8.7 Firm Offer-Withdrawal of Proposal .....	32
8.8 Proposal Submission.....	32
<b>9.0 SELECTION PROCESS OVERVIEW.....</b>	<b>34</b>
9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail) .....	34
9.2 Selection Process.....	34
<b>10.0 PROTEST PROCESS OVERVIEW.....</b>	<b>35</b>
10.1 Solicitation Requirements Review .....	35
10.2 Disqualification Review.....	36

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
10.3 Department's Proposed Contractor Selection Review .....	36
10.4 County Independent Review .....	38

### APPENDICES

- A Sample 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>	April 14, 2026
<b>RFP Contact</b>	Joan Arcilla via email: <a href="mailto:ArcilJ@dcfs.lacounty.gov">ArcilJ@dcfs.lacounty.gov</a>
<b>Solicitation Requirements Review (SRR) Request Due</b>	April 28, 2026, by 5:00 p.m., Pacific Daylight Savings Time (PDST)
<b>Virtual Proposer's Conference</b>	May 14, 2026, 1:00 p.m. PDST
<b>Written Questions Due</b>	May 14, 2026, by 5:00 p.m. PDST
<b>Questions and Answers Released via Addendum on or about</b>	June 3, 2026
<b>Proposals Due</b>	June 16, 2026, by 12:00 p.m., PDST
<b>Anticipated Contract Term</b>	May 1, 2027, through April 30, 2028, with four (4) optional one (1) year extension periods, from May 1, 2028, through April 30, 2032.
<b>Minimum Mandatory Requirements</b>	<p>Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (Statement of Work (SOW)) of Appendix A (Sample 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:</p> <ol style="list-style-type: none"> <li>1. 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</li> </ol>

	<p>an amount over \$100,000, 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> <ol style="list-style-type: none"><li data-bbox="860 577 1485 766">2. Proposal must be submitted by the proposal due date of June 16, 2026, at 12:00 p.m., as identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).</li><li data-bbox="860 777 1485 1186">3. Proposer must have an existing and established multidisciplinary team (i.e., mental health services, educational advocacy, occupational therapy, pediatrics, psychiatrists, licensed clinical social worker (or equivalent, i.e., licensed marriage and family therapist), speech and language pathologists, in home behavioral services, and youth mentoring).</li><li data-bbox="860 1197 1485 1606">4. Proposer must have a minimum of three (3) years of experience, within the last five (5) years, developing training curriculums and providing parent education and training in the areas of child welfare, prenatal substance exposure and its effects on the child's development, challenges of parenting, and providing permanency to foster children with special needs; and,</li><li data-bbox="860 1617 1485 1793">5. Proposer must have a minimum of three (3) years of experience, within the last five (5) years, in contracting with federal, state, county, or local agencies.</li></ol>
--	---

## **2.0 INTRODUCTION**

- 2.1** The Los Angeles County (County) Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to procure services with an organization that can provide Preparation and Support for Families Adopting Children with Special Needs (P&S). It is the County's intent to award one contract countywide to the Proposer with the highest scored proposal.
- 2.2** 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)**

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

The P&S services, as described in detail in Exhibit A (SOW) of Appendix A (Sample Contract), include the following:

- 3.1.1** Case Consultations – services provided to the approved resource parents considering adoption whether or not they have participated in the Placement Preparation Training. Case consultations include conducting in-depth case consultations and assessments of special needs children who are waiting to be adopted.
- 3.1.2** Multidisciplinary Services – these services fall into two (2) categories:
  - a) individual child psychotherapy, adoptive parent support groups, and child support groups during the transition of a child from a resource parent or group home to a resource parent who plans to adopt the child; and
  - b) medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents after the child is placed adoptively into the home.

**3.1.3** Placement Preparation Training – training series consisting of three (3) core training modules that educate prospective and approved resource parents (who are interested in adoption) in the areas of psycho-social inhibitors and their effects on the growth and development of children.

**3.1.4** Presentations and Recruitment- presentations (including preparing, publishing, and disseminating information about prenatal drug substance exposure, trauma, and P&S program) at the pre-service training sessions provided by DCFS through contracted services at various sites throughout the County to recruit prospective resource parents/families to participate in the P&S program.

**3.1.5** Therapeutic Grief Intervention – support counseling for resource parents/families who are dealing with the loss or potential loss of a child they were hoping to adopt.

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

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

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

### **3.2.1 Anticipated Contract Term**

**3.2.1.1** The contract term is anticipated to be for an initial period of one (1) year. The contract is anticipated to commence on May 1, 2027, following the Board of Supervisors' (Board) award. There is an option to extend for four (4) one (1) year periods, from May 1, 2028, through April 30, 2032. Once approval is obtained from Board, the DCFS Director as designee has the authority to execute the optional extension periods.

**3.2.1.2** Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date reflected in Subsection 3.2.1.1 above, on an automatic month-to-month basis, for a period of time not to exceed six (6) months, as specified in Appendix A (Sample Contract) of this RFP.

### **3.2.2 Contract Rates**

The Contract rates will remain firm and fixed for the term of the contract. This is contingent upon the availability of federal, State, or County funds.

The Maximum Annual Contract Sum is \$479,000, financed by Title IV-E Training with 75 percent Federal funds, 17.5 percent State funds, and 7.55 percent net County cost.

### **3.2.3 Days of Operation**

The Contractor will be required to provide P&S services Monday through Friday. Contractor will adhere to the following hours of operation: Monday through Friday, from 8:00 a.m. to 5:00 p.m. The Contractor is not required to provide services on [County-recognized holidays](#). The County's Contract Program Manager will provide a list of the County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

### **3.2.4 Indemnification and Insurance**

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Sample Contract). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Sample Contract).

## **4.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW) of Appendix A (Sample 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** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, 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.
- 4.2** Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

- 4.3 Proposer must have an existing and established multidisciplinary team (i.e., mental health services, educational advocacy, occupational therapy, pediatrics, psychiatrists, licensed clinical social worker (or equivalent, i.e., licensed marriage and family therapist), speech and language pathologists, in home behavioral services, and youth mentoring).
- 4.4 Proposer must have a minimum of three (3) years of experience, within the last five (5) years, developing training curriculums and providing parent education and training in the areas of child welfare, prenatal substance exposure and its effects on the child's development, challenges of parenting, and providing permanency to foster children with special needs; and,
- 4.5 Proposer must have a minimum of three (3) years of experience, within the last five (5) years, in contracting with federal, state, county, or local agencies.

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

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

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

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

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

### **5.3 County's Option to Reject Proposals**

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed, as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

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

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

## **5.5 Background and Security Investigations**

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

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

# **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: Preparation & Support (P&S)**  
Joan Arcilla, Contract Analyst  
**Email: [ArcilJ@dcfs.lacounty.gov](mailto:ArcilJ@dcfs.lacounty.gov)**

### **AND COPY**

Corneitha Kirk, Assistant Manager  
**Email: [KirkC@dcfs.lacounty.gov](mailto:KirkC@dcfs.lacounty.gov)**

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

Proposers are encouraged to monitor the DCFS website (<https://contracts.dcfs.lacounty.gov/>) and/or the Los Angeles County website (<https://camisvr.co.la.ca.us/LACoBids/BidLookUp/OpenBidList/>) for updates and additional information throughout the solicitation's open period.

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

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

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

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

### **6.4 Protest Policy Review Process**

**6.4.1** Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 6.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

#### **6.4.3 Grounds for Review**

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

**6.4.3.1** Solicitation Requirements Review (referenced in Paragraph 10.1)

**6.4.3.2** Disqualification Review (referenced in Paragraph 10.2)

**6.4.3.3** Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

#### 6.4.3.4 County Independent Review (referenced in Paragraph 10.4).

### 6.5 Conflict of Interest

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

### 6.6 Determination of Proposer Responsibility

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

**6.6.2** Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible.

**6.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

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.

**6.6.4** 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.

**6.6.5** 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 a contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

## **6.11 Jury Service Program**

- 6.11.1** The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- 6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

## **6.13 Charitable Contributions Compliance**

**6.13.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

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

**6.13.3** Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either

contract termination or debarment proceedings or both. (County Code Chapter 2.202).

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

**6.14.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective Contractors should reference the pertinent provisions in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

**6.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

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

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

**6.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Contractors are required to comply with

the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

## **6.16 Intentionally Omitted**

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

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

**6.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

**6.17.4** Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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

**6.18.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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 thirty (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 10 (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 (3) preference programs: the Local Small Business Enterprise (LSBE) 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 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 and 7.3 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.

- 7.1.3 In no case will the Preference Programs (LSBE and SE) price or scoring preference be combined with any other county preference program to exceed 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 or SE when not qualified.

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

- 7.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204.030 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 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 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 Federally Funded Solicitations”) from the County with their proposal.

#### **7.4 Intentionally Omitted**

#### **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: Joan Arcilla at [ArcilJ@dcfs.lacounty.gov](mailto:ArcilJ@dcfs.lacounty.gov), and **a copy** to Corneitha Kirk at [KirkC@dcfs.lacounty.gov](mailto:KirkC@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**

**8.3.1** 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: Thursday, May 14, 2026**  
**Time: 1:00 p.m. (Pacific Daylight Savings Time)**  
**VIRTUAL MEETING INFORMATION**

**Please ensure you check the DCFS website at:**

**<http://Contracts.dcfs.lacounty.gov> for the Event Invitation  
and Registration Link.**

**All conference participants must register prior to the event.**

**8.3.2** To register for the Virtual Proposer's Conference, please follow this link: <http://Contracts.dcfs.lacounty.gov>. All conference participants must register prior to the event.

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

Proposal(s) 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 [ArcilJ@dcfs.lacounty.gov](mailto:ArcilJ@dcfs.lacounty.gov), with a copy to [KirkC@dcfs.lacounty.gov](mailto:KirkC@dcfs.lacounty.gov), by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory 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 email in the prescribed format below:

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

- 1a.** Business Proposal (Narrative, Required Forms, Exhibit 14);
- 1b.** Three (3) years of Financial Statements (at least one audited within the last 18 months);

1c. Required Forms (Exhibits 1 through 16);

1d. Corporate Documents; and

2. Cost Proposal (Required Forms, Exhibit 15; Exhibit 16; and Exhibit 17);

**8.4.1.2** The electronic files must be titled as follows:

PSRFP24-0119, the organization's name, and identify the files listed in 8.4.1.1, using the format below:

1a. Business Proposal: PSRFP24-0119-AgencyABC-BP;

1b. Three (3) Financial Statements: PSRFP24-0119-AgencyABC-AFS;

1c. Required Forms: PSRFP24-0119-AgencyABC-Forms;

1d. Corporate Documents: PSRFP24-0119-AgencyABC-CorpDocs.

2. Cost Proposal: PSRFP24-0119-AgencyABC-CP;

**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 at 12:01 PM on June 16, 2026, or any time after, will be immediately rejected.**

**8.4.1.5** Proposers must set up a delivery receipt for their email submissions. Proposers must keep delivery receipts and acknowledgement email from DCFS for their records.

## **8.5 Business Proposal Requirements and Evaluation Criteria (80% of total Points)**

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

## **Business Proposal Format:**

Business Proposal (Narrative, Required Forms, Exhibit 14) will be limited to 1,000 words per response.

### **8.5.1 Proposer's Qualifications (30%)**

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 Business Proposal (Narrative, Required Forms, Exhibit 14).

#### **8.5.1.1 Proposer's Background and Experience**

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.

**8.5.1.1.1** Proposer must demonstrate their agency's experience in having an existing and established multidisciplinary team (i.e., mental health services, educational advocacy, occupational therapy, pediatrics, psychiatrists, licensed clinical social worker (or equivalent, i.e., licensed marriage and family therapist), speech and language pathologists, in home behavioral services, and youth mentoring);

**8.5.1.1.2** Proposer must demonstrate their agency's experience developing training curriculums and providing parent education and training in the areas of child welfare, prenatal substance exposure and its effects on the child's development, challenges of parenting, and providing permanency to foster children with special needs.

#### **8.5.1.2 Proposer's List of References**

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 100% of the total points awarded in this evaluation category.

Proposer must provide five (5) references where the same or similar scope of services was provided. Proposers submitting as joint ventures must provide references that validate the experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

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

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

The County will email an electronic survey to all references listed in Exhibit 8 (List of References) within 5-10 business days after the proposal submission deadline. Three (3) 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.

- a. The first attempt will be an email with a link to the electronic survey with a due date for a response.
- b. The second attempt will be a second email reminding the reference contact to access the survey link sent previously.
- c. The third attempt will be a phone call to the reference contact letting them know that they have received two (2) emails with a link to respond to the survey link, with a follow-up email from the caller. If the reference contact is not reached after three (3) attempts, the reference contact will be considered non-responsive.

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

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

- 3) the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

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

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (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.

#### **8.5.1.4 Proposer's Financial Capability**

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 (i.e., fiscal years ending 2025, 2024, and 2023). At least one (1) of the financial statements must be an audited financial statement within eighteen (18) months 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.

#### **8.5.1.5 Proposer's Pending Litigation and Judgments**

The County will conduct a review of Proposer's pending litigation and judgments. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer in Appendix B (Required Forms), Exhibit 11 (Pending Litigation and Judgments). Points may be deducted due to the magnitude of the pending litigation and judgments.

## **8.5.2 Proposer's Approach to Providing Required Services (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 Business Proposal (Narrative, Required Forms, Exhibit 14).

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).

- 8.5.2.1** Proposer's plans for staff recruitment to provide the multi-disciplinary team that will conduct the case assessments and provide P&S services to children and families as described in the SOW of this RFP.
- 8.5.2.2** Proposer's approach to conducting presentations and recruiting prospective resource parents and families to participate in the P&S program.
- 8.5.2.3** Proposer's approach to disseminating program brochures and other information about the P&S program, consisting of subject matters concerning prenatal substance abuse, and its impact on children in the child welfare adoption system, at pre-service training classes.
- 8.5.2.4** Proposer's approach to conducting in-depth case assessments and consultations for special needs children who are waiting to be adopted.
- 8.5.2.5** Proposer's approach to developing and implementing the training series consisting of three core training courses for the target population.
- 8.5.2.6** Proposer's approach to providing training and training materials in English and Spanish as described in the SOW of this RFP.
- 8.5.2.7** Proposer's approach to providing Therapeutic Grief Intervention (TGI) services, including group and individual sessions, to families who have participated in concurrent planning and have been grieving the loss or potential loss of the child they hoped to adopt.
- 8.5.2.8** Proposer's approach to providing individual child psychotherapy, adoptive parent support groups, and child support groups during the period of the child's transition from a resource parent or group home to a resource parent who plans to adopt the child.

**8.5.2.9** Proposer's approach to providing medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents following the adoptive or Fost-Adoptive placement of the child.

**8.5.2.10** Proposer's approach and readiness to provide services at the start of the new contract, including their plan to take on existing cases transferred from a different contractor.

### **8.5.3 Proposer's Quality Assurance Plan (10%)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Assurance Plan (QAP) to ensure the requirements of this Contract are provided as specified. Evaluation of the QAP must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in Business Proposal (Narrative, Required Forms, Exhibit 14).

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

**8.5.3.1** Proposer must describe their agency's protocol for ensuring uninterrupted services despite unforeseen circumstances below:

- 1) Medical leaves
- 2) Pandemic
- 3) Vacations
- 4) Other staffing shortages

**8.5.3.2** Proposer must describe the methodology they are planning on implementing to monitor monthly, bi-annual, and annual reports based on the following services:

- 1) Presentations and Recruitments
- 2) Multidisciplinary Case Consultations
- 3) Training sessions
- 4) Therapeutic Grief Interventions

### **8.5.4 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments**

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

conditions, and requirements.

Proposer will be evaluated on their willingness to accept the terms and conditions outlined in Appendix A (Sample Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW) 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.

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

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

#### **8.5.5 Business Proposal Required Forms and Corporate Documents**

**8.5.5.1** 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) (federally funded solicitations)

**Exhibit 11** Pending Litigation and Judgments

**Exhibit 12** Declaration

**Business Proposal**

**Exhibit 13** Narrative Form

**Cost Proposal**

**Exhibit 14** Pricing Sheet

**Exhibit 15** Line-Item Budget

**Exhibit 16** Budget Narrative

**8.5.5.2 Corporate Documents**

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

The Proposer must submit the following documentation with the proposal:

- a.** A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- b.** 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 (20%)**

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract. Costs that are estimated or assumed must include a brief explanation of the

underlying basis of the estimates or assumptions. County has an obligation to engage in cost effective undertakings to achieve potential savings.

All 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 P&S program during the term of the contract. There will be no cost-of-living adjustments during the term of the contract.

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

### **8.6.1 Pricing Sheet**

Exhibit 14 (Pricing Sheet) of Appendix B (Required Forms)

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.

The number of points assigned to the evaluation of cost will be determined based on Exhibit 14 (Pricing Sheet) in Appendix B (Required Forms).

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

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

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

### **8.6.2 Line-Item Budget**

Exhibit 15 (Line-Item Budget) of Appendix B (Required Forms)

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

### 8.6.3 Budget Narrative

Exhibit 13 (Budget Narrative) of Appendix B (Required Forms)

The Budget Narrative, explanations and descriptions of costs within each category of services, 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. Point deductions will be applied for computation errors and line items not discussed in the budget narrative.

### 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

Five (5) electronic PDF files for the Business and Cost Proposals must be submitted via electronic mail (e-mail) to [ArcilJ@dcfs.lacounty.gov](mailto:ArcilJ@dcfs.lacounty.gov) and a copy to [KirkC@dcfs.lacounty.gov](mailto:KirkC@dcfs.lacounty.gov), by **12:00 PM, Pacific Daylight Savings Time, on June 16, 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** Proposal(s) must include a total of five (5) separate electronic PDF files for each submission. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion. Proposal(s) must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

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

and a copy to: [KirkC@dcfs.lacounty.gov](mailto:KirkC@dcfs.lacounty.gov)

**Subject:** Proposal for P&S RFP #24-0119, Proposer Name

**8.8.1.1** Proposal files must state the title of the RFP (PSRFP24-0119) 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(s) as follows:

**1a.** Business Proposal (Narrative, Required Form, Exhibit 13);

- 1b. Three (3) years of Financial Statements (at least one audited within the last 18 months);
- 1c. Required Forms (Exhibits 1 through 16); and,
- 1d. Corporate Documents; and
- 2. Cost Proposal (Required Forms, Exhibit 14, Exhibit 15, Exhibit 16).

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 system failure and avoid submitting proposals at minimum 30 minutes before the deadline. Any proposal(s) received at 12:01 PM on June 16, 2026, or any time after, will be immediately rejected.**

8.8.1.5 Proposers must set up a delivery receipt for their email submissions. Proposers must keep delivery receipts and acknowledgement 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 Proposers must specifically redact only those parts of the 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 days (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. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

#### **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 Daylight Savings Time) on April 28, 2026.**
- 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's 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:
  - a.** Failure to correctly apply the standards for reviewing the proposal format requirements.
  - b.** Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
  - c.** 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.

**10.3.2.3** The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Paragraph 10.4, County Independent Review, below).

## **10.4 County Independent Review**

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

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

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

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

**APPENDIX A**



**SAMPLE CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

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

**Contract No.  
Assistance Listing #93.659**

## 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>3</b>
2.1 Standard Definitions .....	3
<b>3.0 WORK</b> .....	<b>4</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>5</b>
<b>5.0 CONTRACT SUM</b> .....	<b>5</b>
5.1 Total Contract Sum.....	5
5.2 Written Approval for Reimbursement.....	5
5.3 Notification of 75% of Total Contract Sum.....	6
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.5 Invoices and Payments .....	6
5.6 Intentionally Omitted.....	9
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer .....	9
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>9</b>
6.1 County’s Administration.....	9
6.2 County’s Program Manager.....	10
6.3 County’s Program Monitor.....	10
6.4 County’s Contract Analyst .....	10
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>10</b>
7.1 Contractor’s Administration.....	10
7.2 Contractor’s Program Manager .....	11
7.3 Approval of Contractor’s Staff.....	11
7.4 Contractor’s Staff Identification.....	11
7.5 Background and Security Investigations.....	11
7.6 Confidentiality .....	12
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>14</b>
8.1 Amendments .....	14
8.2 Assignment and Delegation/Mergers or Acquisitions.....	14
8.3 Authorization Warranty.....	15

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.4 Budget Reductions .....	15
8.5 Complaints .....	15
8.6 Compliance with Applicable Laws .....	16
8.7 Compliance with Civil Rights Laws .....	17
8.8 Compliance with the County's Jury Service Program .....	17
8.9 Conflict of Interest .....	19
8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List .....	19
8.11 Consideration of Hiring GAIN/START Participants .....	20
8.12 Contractor Responsibility and Debarment .....	20
8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law .....	22
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	23
8.15 County's Quality Assurance Plan .....	23
8.16 Damage to County Facilities, Buildings or Grounds .....	23
8.17 Employment Eligibility Verification .....	24
8.18 Counterparts and Electronic Signatures and Representations .....	24
8.19 Fair Labor Standards .....	24
8.20 Force Majeure .....	25
8.21 Governing Law, Jurisdiction, and Venue .....	25
8.22 Independent Contractor Status .....	25
8.23 Indemnification .....	26
8.24 General Provisions for all Insurance Coverage .....	26
8.25 Insurance Coverage .....	31
8.26 Liquidated Damages .....	32
8.27 Most Favored Public Entity .....	33
8.28 Nondiscrimination and Affirmative Action .....	34
8.29 Non-Exclusivity .....	35
8.30 Notice of Delays .....	35
8.31 Notice of Disputes .....	35
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	36

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.33 Notices .....	36
8.34 Prohibition Against Inducement or Persuasion .....	36
8.35 Public Records Act .....	36
8.36 Publicity .....	37
8.37 Record Retention and Inspection-Audit Settlement .....	37
8.38 Recycled Bond Paper .....	38
8.39 Subcontracting .....	39
8.40 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program .....	40
8.41 Termination for Convenience .....	40
8.42 Termination for Default .....	40
8.43 Termination for Improper Consideration .....	42
8.44 Termination for Insolvency .....	42
8.45 Termination for Non-Adherence of County Lobbyist Ordinance .....	43
8.46 Termination for Non-Appropriation of Funds .....	43
8.47 Validity .....	43
8.48 Waiver .....	43
8.49 Warranty Against Contingent Fees .....	44
8.50 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	44
8.51 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program .....	44
8.52 Time Off for Voting .....	44
8.53 Compliance with County’s Zero Tolerance Policy on Human Trafficking .....	45
8.54 Intentionally Omitted .....	45
8.55 Compliance with Fair Chance Employment Hiring Practices .....	45
8.56 Compliance with the County Policy of Equity .....	45
8.57 Prohibition from Participation in Future Solicitation(s) .....	45
8.58 Injury and Illness Prevention Program .....	46
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	46
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>46</b>

## TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....	46
9.2	Ownership of Materials, Software and Copyright.....	46
9.3	Patent, Copyright and Trade Secret Indemnification .....	47
9.4	Intentionally Omitted .....	48
9.5	Intentionally Omitted .....	48
9.6	Contractor’s Charitable Activities Compliance.....	48
9.7	Local Small Business Enterprise (LSBE) Preference Program.....	48
9.8	Social Enterprise (SE) Preference Program .....	49
9.9	Intentionally Omitted.....	50
9.10	Intentionally Omitted .....	50
9.11	Intentionally Omitted .....	50
9.12	Intentionally Omitted .....	50
9.13	Intentionally Omitted .....	50
9.14	Intentionally Omitted .....	50
9.15	Intentionally Omitted .....	50
9.16	Intentionally Omitted.....	51
9.17	Intentionally Omitted .....	51
9.18	Intentionally Omitted .....	51
9.19	Child Abuse Prevention Reporting .....	51
9.20	Contract Accounting and Financial Reporting .....	51
9.21	Contractor Alert Reporting Database (CARD) .....	52
9.22	Conduct of Program .....	52
9.23	Employee Benefits and Taxes .....	52
9.24	Fixed Assets... ..	52
9.25	Former Foster Youth Consideration.....	52
9.26	Contract Negotiations .....	53
9.27	Use of Funds.....	53
9.28	State Energy Conservation Plan.....	53
9.29	Federal Award Information.....	54
9.30	Contractor Mandatory Orientation.....	54
9.31	Shred Documents.....	54

**TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
10.0 Survival .....	54

## TABLE OF CONTENTS

### PARAGRAPH

### PAGE

#### STANDARD EXHIBITS

- A** Statement of Work
- B** Pricing Sheet (Not Attached to Contract)
- C** Contractor's Proposed Line Item Budget and Narrative (Not Attached to Contract)
- D** County's Administration
- E** Contractor's Administration
- F1** Contractor Acknowledgement and Confidentiality Agreement
- F2** Contractor Employee Acknowledgement and Confidentiality Agreement
- F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Auditor-Controller's Contract Accounting and Administration Handbook

#### UNIQUE EXHIBITS

- Exhibit H** Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit I** Information Security and Privacy Requirements
- Exhibit J** Federal Award Information

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR**

---

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

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

**RECITALS**

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

**WHEREAS**, the Contractor is a governmental entity, a public education institution, a non-profit organization and is tax exempt under 501(c)(3) of the Internal Revenue Code, or a private firm specializing in providing Preparation and Support for Families Adopting Children with Special Needs; and

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

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

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through 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
- Exhibit B** Pricing Sheet
- Exhibit C** Contractor's Line-Item Budget and Budget Narrative
- Exhibit D** County's Administration
- Exhibit E** Contractor's Administration
- Exhibit F1** Contractor's Acknowledgement and Confidentiality Agreement
- Exhibit F2** Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit G** Auditor-Controller Contract Accounting and Administration Handbook

### **Unique Exhibits:**

- Exhibit H** Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit I** Information Security and Privacy Requirements
- Exhibit J** Federal Award Information

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Program Director (CPD):** 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 Program Manager (CPM):** Person designated by County to manage the operations under this Contract.
- 2.1.7 County's Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Deliverable(s):** Tangible, measurable task, service, or activity required under this Contract.

- 2.1.11 Department:** The County of Los Angeles Department of Children and Family Services (DCFS) which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of DCFS.
- 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.

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

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

## **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be for an initial one (1) year period commencing after execution by DCFS Director, or May 1, 2027, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Board or DCFS Director, or their designee, as authorized by the Board of Supervisors.
- 4.3** The term of this Contract may be extended by the DCFS Director 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 expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new contract.
- 4.4** 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.
- 4.5** 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 provided in Exhibit D (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum for this Contract is \$479,000.

- 5.1.1** The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Sheet).

### **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 DCFS at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

### **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.

**5.5.1.1** County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in Exhibit B (Pricing Sheet) for the services set forth in Exhibit A (Statement of Work).

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

- 5.5.1.3** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit C (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 certifies 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 a reallocation of the Budget, or a material change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 5.5.1.4** Contractor must limit administrative and indirect costs to fifteen percent (15%) of total expenditures of the contract funds.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Sheet). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2.1** 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 Uniform Guidance, Title 2 of the Code of Federal Regulations (2 CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable. Contractor is responsible for obtaining the most recent version of the Office of Management and Budget (OMB) Circulars, including new publications that supersede the current OMB Circulars, which are available online via the Internet at <https://www.whitehouse.gov/omb/information-resources/guidance/circulars/>.
- 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.
- 5.5.3.1** Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.3.2** Contractor is responsible for the accuracy of invoices

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

- 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  
510 S. Vermont Avenue, 14th Floor  
Los Angeles, CA 90020  
Attn: Accounting Services, Contract Accounting Section

[AND a copy of the invoices to:](#)

County of Los Angeles  
Department of Children and Family Services  
Preparation and Support (P&S)  
2325 Crenshaw Blvd.  
Torrance, CA 90501  
Attention: P&S County Program Manager  
Email: [Velasr@dcfs.lacounty.gov](mailto:Velasr@dcfs.lacounty.gov)

**5.5.5 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

### **5.5.6 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## **5.6 Intentionally Omitted**

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

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

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

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

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

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

### **6.1 County's Administration**

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

## **6.2 County's Program Manager**

The role of the County Program Manager is authorized to 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;
- 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;
- 6.2.3** Meeting with the Contractor's Program Manager on a regular basis;
- 6.2.4** 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; and,
- 6.2.5** The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 County's Program Monitor**

The role of the County's Program 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 Program Monitor reports to the County's Program Manager.

## **6.4 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 is not authorized to make changes in any terms and conditions of this Contract, and is not authorized to further obligate County in any respect whatsoever.

# **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify

the County in writing of any changes as they occur.

## **7.2 Contractor's Program Manager**

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

**7.2.2** The Contractor's Program 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 Program Manager and County's Program Monitor on a regular basis.

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

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

## **7.4 Contractor's Staff Identification**

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

## **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.

For the safety and welfare of the children to be served under this Contract, Contractor will, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to work under this contract.

Such background investigation 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 require 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** 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.
- 7.5.5** Contractor must immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 7.5.6** Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 7.5.7** These terms will also apply to subcontractors of County contractors.

## **7.6 Confidentiality**

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

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

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement). 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). Contractor must maintain in its files copies of such executed Agreements.
- 7.6.6** Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.7** Contractor must comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality

provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary.

**8.1.1** 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 the County's Board or the 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 by DCFS and executed by the Contractor and by the DCFS Director, or their designee.

**8.1.3** The County's Board or 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 by DCFS and executed by the Contractor and by the 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**

**8.5.1.1** Within twenty (20) 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.

- 8.5.1.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.1.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within ten (10) business days for County approval.
- 8.5.1.4** 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.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** 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.
- 8.5.1.7** Copies of all written responses must be sent to the County Program Manager within two (2) 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**

**8.8.2.1** 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.

**8.8.2.2** 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.

**8.8.2.3** 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.

**8.8.2.4** 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**

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

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

**8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

**8.12.4.4** If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

**8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (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.

**8.12.4.6** 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.

Any legal defense pursuant to Contractor's indemnification obligations under this Agreement will be conducted by Contractor and performed by counsel selected by Contractor. County will provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County will have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein shall be construed as a waiver of County's sovereign immunity.

## **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**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** 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.

**8.24.2.3** 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.

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

**8.24.2.5** Certificates and copies of any required endorsements must be sent to:

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

And a **COPY** of the certificate to:

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

**8.24.2.6** 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

#### 8.25.4.1 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.

#### **8.25.4.2 Professional Liability-Errors and Omissions**

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

#### **8.25.4.3 Cyber Liability Insurance**

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

### **8.26 Liquidated Damages**

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages will be agreed upon at such time and the Contractor will be liable to the County for liquidated damages in said amount for deliverables as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder. 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:
- 8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- a)** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- b)** 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 Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or their 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:

**8.36.1.1** The Contractor must develop all publicity material in a professional manner; and

**8.36.1.2** 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 Program Manager.

**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.

**8.37.5** Contractor will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor will forward copies of such reports to DCFS.

### **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:
- 8.39.2.1** A description of the work to be performed by the subcontractor.
  - 8.39.2.2** A draft copy of the proposed subcontract; and
  - 8.39.2.3** 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 Program Manager 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:

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

And a **COPY** of the certificate to:

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

#### **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 Program Manager:

- 8.42.1.1** Contractor has materially breached this Contract; or
  - 8.42.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.42.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2** 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:

- 8.44.1.1** 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;

- 8.44.1.2** The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

**8.44.1.3** The appointment of a Receiver or Trustee for the Contractor;  
or

**8.44.1.4** 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 8.48 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements and prohibitions 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"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit H (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit H (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

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

**9.3.1** The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor

as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

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

**9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or

**9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or

**9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.

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

#### **9.4 Intentionally Omitted**

#### **9.5 Intentionally Omitted**

#### **9.6 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](#)).

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

**9.7.1** 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](#).

- 9.7.2** 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.
- 9.7.3** 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.
- 9.7.4** 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:
- 9.7.4.1** 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;
  - 9.7.4.2** 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
  - 9.7.4.3** 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.

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

- 9.8.1** 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](#).
- 9.8.2** 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 SE.

- 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 SE.
  
- 9.8.4** 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:
  - 9.8.4.1** 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;
  
  - 9.8.4.2** 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,
  
  - 9.8.4.3** 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.

- 9.9 Intentionally Omitted**
  
- 9.10 Intentionally Omitted**
  
- 9.11 Intentionally Omitted**
  
- 9.12 Intentionally Omitted**
  
- 9.13 Intentionally Omitted**
  
- 9.14 Intentionally Omitted**
  
- 9.15 Intentionally Omitted**

**9.16 Intentionally Omitted**

**9.17 Intentionally Omitted**

**9.18 Intentionally Omitted**

**9.19 Child Abuse Prevention Reporting**

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

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

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

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

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

**9.20 Contract Accounting and Financial Reporting**

**9.20.1** Contractor must establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit G, Auditor-Controller Contract Accounting and Administration Handbook.

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

## **9.21 Contractor Alert Reporting Database (CARD)**

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

## **9.22 Conduct of Program**

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

## **9.23 Employee Benefits and Taxes**

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

**9.23.2** County will have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

## **9.24 Fixed Assets**

Title to all fixed assets purchased with County funds designated by the County for that purpose under this Contract shall remain with County. A "Fixed Asset" is defined hereunder as any equipment costing Ten Thousand Dollars (\$10,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by Contractor during the term of this Contract. Contractor must provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to County upon County's written request. Contractor will have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

## **9.25 Former Foster Youth Consideration**

**9.25.1** Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein,

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

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

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

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

## **9.26 Contract Negotiations**

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

## **9.27 Use of Funds**

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

## **9.28 State Energy Conservation Plan**

Contractor must be in compliance with the mandatory standards and policies related to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

## **9.29 Federal Award Information**

Title 2, Code of Federal Regulations (CFR) Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.332, requires the County to provide Contractors with the details of every federal award and sub-award, as referenced on Exhibit J, Federal Award Information.

## **9.30 Contractor Mandatory Orientation**

Contractor must attend a mandatory orientation that will be provided by County within thirty (30) days of the Contract start date.

## **9.31 Shred Documents**

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

**9.31.2** Documents for record and retention purposes in accordance with Subsection 8.37.1 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **10.0 SURVIVAL**

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

<b>Paragraph 1.0</b>	Applicable Documents
<b>Paragraph 2.0</b>	Definitions
<b>Paragraph 3.0</b>	Work
<b>Paragraph 5.4</b>	No Payment for Services Provided Following Expiration-Termination of Contract
<b>Paragraph 7.6</b>	Confidentiality

<b>Paragraph 8.1</b>	Amendments
<b>Paragraph 8.2</b>	Assignment and Delegation/Mergers or Acquisitions
<b>Paragraph 8.6</b>	Compliance with Applicable Law
<b>Paragraph 8.19</b>	Fair Labor Standards
<b>Paragraph 8.20</b>	Force Majeure
<b>Paragraph 8.21</b>	Governing Law, Jurisdiction, and Venue
<b>Paragraph 8.23</b>	Indemnification
<b>Paragraph 8.24</b>	General Provisions for all Insurance Coverage
<b>Paragraph 8.25</b>	Insurance Coverage
<b>Paragraph 8.26</b>	Liquidated Damages
<b>Paragraph 8.33</b>	Notices
<b>Paragraph 8.37</b>	Record Retention and Inspection-Audit Settlement
<b>Paragraph 8.41</b>	Termination for Convenience
<b>Paragraph 8.42</b>	Termination for Default
<b>Paragraph 8.47</b>	Validity
<b>Paragraph 8.48</b>	Waiver
<b>Paragraph 8.57</b>	Prohibition from Participation in Future Solicitation
<b>Paragraph 8.59</b>	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
<b>Paragraph 9.1</b>	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
<b>Paragraph 9.2</b>	Ownership of Materials, Software and Copyright
<b>Paragraph 9.3</b>	Patent, Copyright and Trade Secret Indemnification
<b>Paragraph 10.0</b>	Survival

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

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

**COUNTY OF LOS ANGELES:**

By: \_\_\_\_\_  
BRANDON T. NICHOLS, DIRECTOR  
Department of Children and Family Services

**CONTRACTOR:**

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

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

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

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

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, COUNTY COUNSEL

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

## **STANDARD EXHIBITS**

- A** STATEMENT OF WORK AND ATTACHMENTS (NOT ATTACHED TO CONTRACT)
- B** PRICING SHEET (NOT ATTACHED TO CONTRACT)
- C** CONTRACTOR'S PROPOSED LINE-ITEM BUDGET AND NARRATIVE (NOT ATTACHED TO CONTRACT)
- D** COUNTY'S ADMINISTRATION
- E** CONTRACTOR'S ADMINISTRATION
- F1** CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT (FORM REQUIRED AT THE TIME OF CONTRACT EXECUTION)
- F2** CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3** CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G** AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

## **UNIQUE EXHIBITS**

- H** BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- I** INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- J** FEDERAL AWARD INFORMATION

**STATEMENT OF WORK**

**Preparation and Support for Families  
Adopting Children with Special Needs- P&S**

**(RFP #24-0119)**

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

















































***CONTRACTOR'S PROPOSED SCHEDULE***

***NOT ATTACHED TO CONTRACT***

## COUNTY'S ADMINISTRATION

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

**COUNTY'S PROJECT DIRECTOR:**

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

**COUNTY'S CONTRACT ANALYST:**

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

**COUNTY'S PROJECT MANAGER:**

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

**COUNTY'S PROJECT MONITOR:**

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

















































































































































































- 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.

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACTS ADMINISTRATION DIVISION  
FEDERAL AWARD INFORMATION (2CFR 200.332)**

**FISCAL YEAR 2025-2026**

**Date of Notification:** \_\_\_\_\_ **Sub recipient Name:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_ **Federal Award Identification Number (FAIN):** \_\_\_\_\_

**Federal Award Date:** \_\_\_\_\_

**Sub award Period of Performance:** \_\_\_\_\_ **Sub award Budget Period:** \_\_\_\_\_

**Amount of Federal funds obligated by the pass-through entity:** \_\_\_\_\_

**Amount of Federal funds obligated to the subrecipient by the pass-through entity includes the current obligation:** \_\_\_\_\_

**Total Amount of Federal Award committed to the subrecipient:** \_\_\_\_\_

**Federal Award Project description as required by FFATA:** \_\_\_\_\_

**Name of Federal Awarding Agency:** \_\_\_\_\_ **Agency's Assistance Listing Number:** \_\_\_\_\_

**(Formerly Catalog of Federal Domestic Assistance)**

**Does Sub recipient have an Aid to Families with Dependent Children – Foster Care Rate Letter? Yes** \_\_\_\_ **No** \_\_\_\_

**If yes, provide the Sub recipient's AFDC-FC Program Number:** \_\_\_\_\_

**If not applicable to this contract, mark this box:** \_\_\_\_\_

*(Sub recipient must use the federal sharing ratios, provided and updated annually by the California Department of Social Services when calculating and reporting their Federal Revenue).*

**Indirect Cost Rate letter: Yes** \_\_\_\_ **No** \_\_\_\_ **Agency's Unique Entity Identifier:** (formerly DUNS Number) \_\_\_\_\_

**Acknowledgment:** As pursuant to CFR Section 200.331(a)(1)(xii), this is to acknowledge that (Agency's Legal Name):  
\_\_\_\_\_ does not engage in any Research and Development under this contract.

I confirm that the following AFDC-FC Program Number is correct: \_\_\_\_\_  
*(Agency Representative print the AFDC-FC program Number)*

\_\_\_\_\_  
Agency's representative *(Print Name)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title *(Please print)*

\_\_\_\_\_  
Date

**Please complete and return to** \_\_\_\_\_ **at:** \_\_\_\_\_  
*(Analyst Name)* *(E-mail address)*

**FEDERAL AWARD CROSSWALK**

Date of Notification: \_\_\_\_\_ Sub recipient Name: \_\_\_\_\_ **1**

Contract Number: \_\_\_\_\_ **2** Federal Award Identification Number (FAIN): \_\_\_\_\_ **3**

Federal Award Date: \_\_\_\_\_ **4**

Sub award Period of Performance: \_\_\_\_\_ **5** Sub award Budget Period: \_\_\_\_\_ **6**

Amount of Federal funds obligated by the pass-through entity: \_\_\_\_\_ **7**

Amount of Federal funds obligated to the subrecipient by the pass-through entity include the current obligation: \_\_\_\_\_ **8**

Total Amount of Federal Award committed to the subrecipient: \_\_\_\_\_ **9**

Federal Award Project description as required by FFATA: \_\_\_\_\_ **10**

Name of Federal Awarding Agency: \_\_\_\_\_ **11** Agency's Assistance Listing Number: \_\_\_\_\_ **12**

*(Formerly Catalog of Federal Domestic Assistance)*

**13.** Does Sub recipient have an Aid to Families with Dependent Children – Foster Care Rate Letter? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide the Sub recipient's AFDC-FC Program Number: \_\_\_\_\_

If not applicable to this contract, mark this box: \_\_\_\_\_

*(Sub recipient must use the federal sharing ratios, provided and updated annually by the California Department of Social Services when calculating and reporting their Federal Revenue).*

Agency Representative please complete: Agency's DUNS number: \_\_\_\_\_ **14**

**15.** Indirect Cost Rate letter: Yes \_\_\_\_\_ No \_\_\_\_\_

**16. Acknowledgment:** As pursuant to CFR Section 200.331(a)(1)(xii), this is to acknowledge that (Agency's Legal Name): \_\_\_\_\_ does not engage in any Research and Development under this contract.

**17.** I confirm that the following AFDC-FC Program Number is correct: \_\_\_\_\_

\_\_\_\_\_  
Agency's representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Please complete and return to (Analyst Name) at: ArcilJ@dcfs.lacounty.gov

## FEDERAL AWARD CROSSWALK

### 200.332 Requirements for pass-through entities. As of October 5, 2023:

All pass-through entities must:

**(a)** Ensure that every sub award is clearly identified to the sub recipient as a sub award and includes the following information at the time of the sub award and if any of these data elements change, include the changes in subsequent sub award modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and sub award. Required information includes:

**(1)** Federal award identification.

1. **Contractors Name:** Sub recipient name (which must match the name associated with its unique entity identifier);
2. **Contract Number:** Number assigned by each CAD Section to identify the contract.
3. **FAIN:** Federal Award Identification Number (FAIN);
4. **Federal Award Date:** Federal Award Date (see the definition of *Federal award date* in § 200.1 of this part) of award to the recipient by the Federal agency (*Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency*);
5. **Contract Term:** Sub award Period of Performance Start and End Date;
6. **Budget Term:** Sub award Budget Period Start and End Date (*Budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.*);
7. **Use percent of Federal Funds:** Amount of Federal Funds Obligated by this action by the pass-through entity to the sub recipient (*Include the percent of federal funds that will be used to pay for the service category*);
8. **Use percent of Federal Funds:** Total Amount of Federal Funds Obligated to the sub recipient by the pass-through entity including the current financial obligation (*include the percent of federal funds for the service category and include a summary of how the contractor is paid. Example; State approved rate, fee for service, cost reimbursement, etc.*);
9. **Use percent of Federal Award:** Total Amount of the Federal Award committed to the sub recipient by the pass-through entity; (*Include the percent of federal funds for the service category*)
10. **Use CFL:** Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
11. **Federal Awarding Agency:** Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
12. **Previously Catalog of Federal Domestic Assistance (CFDA) No.:** Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
13. **AFDC-FC Rate Letter:** Analyst to complete with a yes or no. If yes, the AFDC-FC Program Number must be provided.
14. **DUNs number:** Sub recipient's unique entity identifier;

**FEDERAL AWARD CROSSWALK**

15. (Indirect) Rate Letter: Indirect cost rate for the Federal award (including if the de Minimis rate is charged) per § 200.414. This is not the Aid to Families for Dependent Children- Foster Care (AFDC-FC) Rate Letter identifying Foster Care Rate Payments
16. Research and Development: Identification of whether the award is Research and Development (R&D); and
17. AFDC-FC Program number: Agency to confirm and write the AFDC-FC program number.

# 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
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 11) Pending Litigation and Judgments
- 12) Declaration

## **Business Proposal**

- 13) Narrative Form

## **Cost Proposal**

- 14) Pricing Sheet
- 15) Line-Item Budget
- 16) Budget Narrative

**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>	

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

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

<b>5</b>	<p>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".</p>																									
<b>6</b>	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>If "Yes", please provide additional information regarding the pending merger.</b></p>																								
<b>7</b>	<p>List all names and contact information of all individuals legally authorized to commit the Proposer.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;"><b>Name:</b></td><td></td></tr> <tr><td><b>Title:</b></td><td></td></tr> <tr><td><b>Phone:</b></td><td></td></tr> <tr><td><b>Email:</b></td><td></td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;"><b>Name:</b></td><td></td></tr> <tr><td><b>Title:</b></td><td></td></tr> <tr><td><b>Phone:</b></td><td></td></tr> <tr><td><b>Email:</b></td><td></td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;"><b>Name:</b></td><td></td></tr> <tr><td><b>Title:</b></td><td></td></tr> <tr><td><b>Phone:</b></td><td></td></tr> <tr><td><b>Email:</b></td><td></td></tr> </table>	<b>Name:</b>		<b>Title:</b>		<b>Phone:</b>		<b>Email:</b>		<b>Name:</b>		<b>Title:</b>		<b>Phone:</b>		<b>Email:</b>		<b>Name:</b>		<b>Title:</b>		<b>Phone:</b>		<b>Email:</b>	
<b>Name:</b>																										
<b>Title:</b>																										
<b>Phone:</b>																										
<b>Email:</b>																										
<b>Name:</b>																										
<b>Title:</b>																										
<b>Phone:</b>																										
<b>Email:</b>																										
<b>Name:</b>																										
<b>Title:</b>																										
<b>Phone:</b>																										
<b>Email:</b>																										

## REQUIRED FORMS – EXHIBIT 2

### CERTIFICATION OF COMPLIANCE

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

TITLE		REFERENCE	CERTIFICATIONS
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)  <b>CT NUMBER:</b> _____	<a href="#">Board Policy 5.065</a>	<b>Check the Certification below that is applicable to your company.</b>  <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.  <b>OR</b>  <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.
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Willing to provide GAIN/START participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No, identify exemption:</b> <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <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
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No, identify exemption:</b> _____

**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.**

<input type="checkbox"/> <b>PREFERENCE NOT REQUESTED</b>
--

**OR**

<input type="checkbox"/> <b>PREFERENCE REQUESTED (SELECT ALL THAT APPLY)</b>	
Preference Program	Reference
<input type="checkbox"/> Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><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: \_\_\_\_\_

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

<b>Service:</b>	
<b>Name of Entity:</b>	
<b>Address:</b>	
<b>Contact:</b>	
<b>Telephone:</b>	
<b>Email:</b>	
<b>Termination Date:</b>	
<b>Name/Contract No:</b>	
<b>Reason for Termination:</b>	

<b>Service:</b>	
<b>Name of Entity:</b>	
<b>Address:</b>	
<b>Contact:</b>	
<b>Telephone:</b>	
<b>Email:</b>	
<b>Termination Date:</b>	
<b>Name/Contract No:</b>	
<b>Reason for Termination:</b>	

<b>Service:</b>	
<b>Name of Entity:</b>	
<b>Address:</b>	
<b>Contact:</b>	
<b>Telephone:</b>	
<b>Email:</b>	
<b>Termination Date:</b>	
<b>Name/Contract No:</b>	
<b>Reason for Termination:</b>	

**CONTRACTS REQUIRED FORMS – EXHIBIT 5  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

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

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

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area will be at the Director’s sole judgment and their judgment will be final.

**REQUIRED FORMS – EXHIBIT 6**

**MINIMUM MANDATORY REQUIREMENTS**

Proposer acknowledges and certifies that it meets 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 does not have unresolved questioned costs, as identified by the Auditor-Controller (A-C), in an amount over \$100,000, 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 the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposer must have an existing and established multidisciplinary team (i.e., mental health services, educational advocacy, occupational therapy, pediatrics, psychiatrists, licensed clinical social worker (or equivalent, i.e., licensed marriage and family therapist), speech and language pathologists, in home behavioral services, and youth mentoring).	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposer must have a minimum of three (3) years of experience, within the last five (5) years, developing training curriculums and providing parent education and training in the areas of child welfare, prenatal substance exposure and its effects on the child's development, challenges of parenting, and providing permanency to foster children with special needs; <b>and</b>	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer must have a minimum of three (3) years of experience, within the last five (5) years, in contracting with federal, state, county, or local agencies.	<input type="checkbox"/>	<input type="checkbox"/>

**REQUIRED FORMS – EXHIBIT 7**

**LIST OF PUBLIC ENTITIES**

**Proposer's Name:** \_\_\_\_\_

Provide all public entity contracts for the last three (3) years, where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES			
AGENCY/DEPT:		AGENCY/DEPT:	
SERVICE TYPE:		SERVICE TYPE:	
CONTRACT TERM:		CONTRACT TERM:	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		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:** \_\_\_\_\_

Provide five (5) references where the same or similar scope of services were provided by the Proposer during the previous three (3) years. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

ALTERNATE REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REFERENCE 3	
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:

\_\_\_\_\_

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.

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>

\*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>

\*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**  
**PENDING LITIGATION AND JUDGMENTS**

Check "**YES**" or "**NO**" on the following questions. If "**YES**", please provide the details on the following page. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

		<u>YES</u>	<u>NO</u>
<b>1.</b>	Is the agency currently, or within the past five (5) years, involved in litigation?		
<b>2.</b>	Is the director currently, or within the past five (5) years, involved in litigation related to the administration and operation of a program or organization?		
<b>3.</b>	Are any agency staff members unable to be bonded?		
<b>4.</b>	Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?		
<b>5.</b>	Has the agency or agency director ever had public or foundation funds withheld?		
<b>6.</b>	Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?		

Note: A review to determine the magnitude of any pending litigation or judgments against the Proposer will be conducted by the County. Use additional page attached.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME (PRINT)**

\_\_\_\_\_  
**TITLE**

**REQUIRED FORMS- EXHIBIT 11**  
**PENDING LITIGATION AND JUDGMENTS**

Proposer must identify by name, case and court jurisdiction any pending litigation in which the Proposer is involved, or judgments against the Proposer in the past five (5) years. Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or the principals of the Proposer, as stated in **Paragraph 8.5.1.5** of this RFP (Proposer's Pending Litigation and Judgments).

**REQUIRED FORMS – EXHIBIT 12**

**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.**

<b>PRINT NAME:</b>	<b>TITLE:</b>
<b>SIGNATURE:</b>	<b>DATE:</b>

## **REQUIRED FORM – EXHIBIT 13**

### Preparation and Support-Request for Proposals #24-0119-Narrative Form

#### **8.5.1.1.1**

Proposer must demonstrate their agency's experience in having an existing and established a multidisciplinary team (i.e., mental health services, educational advocacy, occupational therapy, pediatrics, psychiatrists, licensed clinical social worker (or equivalent, i.e., licensed marriage and family therapist), speech and language pathologists, in home behavioral services, and youth mentoring).

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119 -Narrative Form

8.5.1.1.1 Continued

## **REQUIRED FORM – EXHIBIT 13**

Preparation and Support-Request for Proposals #24-0119-Narrative Form

**8.5.1.1.2** Proposer must demonstrate their agency's experience developing training curriculums and providing parent education and training in the areas of child welfare, prenatal substance exposure and its effects on the child's development, challenges of parenting, and providing permanency to foster children with special needs

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119 -Narrative Form

**8.5.1.1.2** Continued

## **REQUIRED FORM – EXHIBIT 13**

### Preparation and Support-Request for Proposals #24-0119-Narrative Form

#### **8.5.2.1**

Describe in detail Proposer's plans for staff recruitment to provide the multi-disciplinary team that will conduct the case assessments and provide P&S services to children and families as described in the SOW of this RFP.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119 -Narrative Form

**8.5.2.1** Continued

## **REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.2** Describe in detail the Proposer's approach to conducting presentations and recruiting prospective resource parents and families to participate in the P&S program.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.2**

Continued

## **REQUIRED FORM – EXHIBIT 13**

### Preparation and Support-Request for Proposals #24-0119-Narrative Form

#### **8.5.2.3**

Describe in detail the Proposer's approach to disseminating program brochures and other information about the P&S program, consisting of subject matters concerning prenatal substance abuse, and its impact on children in the child welfare adoption system, at pre-service training classes.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119 -Narrative Form

**8.5.2.3** Continued

## REQUIRED FORM – EXHIBIT 13

### Preparation and Support- Request for Proposals #24-0119-Narrative Form

- 8.5.2.4** Describe in detail the Proposer's approach to conducting in-depth case assessments and consultations for special needs children who are waiting to be adopted.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.4**      Continued

## **REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.5** Describe in detail the Proposer's approach to developing and implementing the training series consisting of three core training courses for the target population.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.5**      Continued

## **REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

- 8.5.2.6** Describe in detail the Proposer's approach to providing training and training materials in English and Spanish as described in the SOW of this RFP.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.6** Continued

## **REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

### **8.5.2.7**

Describe in detail the Proposer's approach to providing Therapeutic Grief Intervention (TGI) services, including group and individual sessions, to families who have participated in concurrent planning and have been grieving the loss or potential loss of the child they hoped to adopt.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.7** Continued

## **REQUIRED FORM – EXHIBIT 13**

### Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.2.5.8** Describe in detail the Proposer's approach to providing individual child psychotherapy, adoptive parent support groups, and child support groups during the period of the child's transition from a resource parent or group home to a resource parent who plans to adopt the child.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.8** Continued

## **REQUIRED FORM – EXHIBIT 13**

### Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.9** Describe in detail the Proposer's approach to providing medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents following the adoptive or Fost-Adoptive placement of the child.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119-Narrative Form

**8.5.2.9** Continued

## **REQUIRED FORM – EXHIBIT 13**

### Preparation and Support- Request for Proposals #24-0119-Narrative Form

- 8.5.2.10** Describe in detail the Proposer's approach and readiness to provide services at the start of the new contract, including their plan to take on existing cases transferred from a different contractor.

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support-Request for Proposals #24-0119-Narrative Form

**8.5.2.10**

Continued

## **REQUIRED FORM – EXHIBIT 13**

Preparation and Support-Request for Proposals #24-0119-Narrative Form

**8.5.3.1** Proposer must describe their agency's protocol for ensuring uninterrupted services despite unforeseen circumstances below:

- 1) Medical Leaves
- 2) Pandemic
- 3) Vacations
- 4) Other staffing shortages

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support- Request for Proposals #24-0119 -Narrative Form

**8.5.3.1** Continued

## **REQUIRED FORM – EXHIBIT 13**

Preparation and Support-Request for Proposals #24-0119-Narrative Form

Proposer must describe the methodology they are planning on implementing to monitor monthly, bi-annual, and annual reports based on the following services:

- 8.5.3.2**
- 1) Presentations and Recruitments
  - 2) Multidisciplinary Case Consultations
  - 3) Training sessions
  - 4) Therapeutic Grief Interventions

**REQUIRED FORM – EXHIBIT 13**

Preparation and Support-Request for Proposals #24-0119-Narrative Form

**8.5.3.2** Continued

**REQUIRED FORM- EXHIBIT 13  
PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN  
WITH SPECIAL NEEDS  
REQUEST FOR PROPOSALS #24-0119  
NARRATIVE FORM**

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposals are made, the proposal may be rejected.

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

**Agency Name:** \_\_\_\_\_

**Tax ID Number:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

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

**Date** \_\_\_\_\_

**REQUIRED FORM- EXHIBIT 14**  
**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN**  
**WITH SPECIAL NEEDS (RFP #24-0119)**  
**PRICING SHEET**

Price quoted by Proposer must be inclusive of all applicable costs associated with providing Preparation and Support to Families Adopting Children with Special Needs (P&S) services and any other costs necessary to perform all tasks outlined in the RFP, Statement of Work (SOW), Performance Requirements Summary Exhibits and Sample Contract.

The chart below summarizes the required P&S services and provides the maximum annual funding amount. Please refer to SOW in Appendix B for detailed tasks to be delivered.

<b>SOW Section No.</b>	<b>Required ANNUAL Services/Deliverables</b>	<b>Maximum Annual Funding</b>
<b>9.0</b>	<p><b>PRESENTATIONS AND RECRUITMENTS (P&amp;R)</b></p> <ul style="list-style-type: none"> <li>• Conduct each presentation for a minimum of 30 to 45 minutes in length, including a question and answer (Q&amp;A) period.</li> <li>• Conduct a minimum of sixty (60) program Presentations and Recruitments (P&amp;R), fifty (50) in English, six (6) in Spanish, and four (4) in English or Spanish depending on the need, during each contract term.</li> <li>• Recruit a minimum of 125 individuals to sign up for the Placement Preparation Training Series during the contract year.</li> </ul>	<u><b>\$479,000</b></u>
<b>10.0</b>	<p><b>CASE CONSULTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Conduct in-depth case consultations/assessments for a minimum of ten (10) children with special needs for children with special needs waiting to be adopted.</li> <li>• Case consultations must be a minimum of two (2) hours in length.</li> </ul>	
<b>11.0</b>	<p><b>PLACEMENT PREPARATION TRAINING SERIES:</b></p> <ul style="list-style-type: none"> <li>• Develop a three (3)-session training that equips and educates prospective foster and approved adoptive families interested in adopting children in foster care.</li> <li>• Provide six (6) training series with each training series consisting of the three (3) training modules.</li> <li>• Accommodate a minimum of fifteen (15) recruited prospective adoptive parents per training module session (for a minimum total of 125 individual participants during the contract year).</li> </ul>	
<b>12.0</b>	<p><b>THERAPEUTIC GRIEF INTERVENTIONS (TGI):</b></p> <ul style="list-style-type: none"> <li>• Provide face-to-face or virtual intakes and assessments for eighteen (18) families.</li> <li>• Provide a minimum of two (2) 90-minute group Therapeutic Grief Interventions (TGI) sessions twice a month for those families for which group TGI sessions are appropriate.</li> <li>• Provide a minimum of once-a-month individual TGI counseling sessions for a minimum of fifty (50) minutes for individuals or families who have been appropriately assessed for individual TGI sessions.</li> </ul>	
<b>13.0</b>	<p><b>MULTIDISCIPLINARY SERVICES:</b></p> <ul style="list-style-type: none"> <li>• Provide multidisciplinary services during and after the transition of a child from a resource parent or group home.</li> <li>• Provide multidisciplinary services for adoptive parents following the adoptive or "Fost-Adoptive Placement" of the child.</li> </ul>	

**REQUIRED FORM- EXHIBIT 14**  
**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN**  
**WITH SPECIAL NEEDS (RFP #24-0119)**  
**PRICING SHEET**

Price as proposed are firm-fixed price to remain from for eighteen (18) months following the last day to accept proposals. Bid cannot be negotiated and will remain as submitted.

Proposers must demonstrate how they arrived at the final price proposed by completing the Line Item Budget (Exhibit 15) and Budget Narrative (Exhibit 16). Point deductions will be applied for computation errors and line items not discussed in the budget narrative. All information provided in the Pricing Sheet, Line Item Budget, and Budget Narrative will become part of the new contract, if the proposal is recommended.

The undersigned offers to furnish all personnel, labor, and materials necessary to perform the services, the scope of which is set forth in the above-identified Request of Proposals or the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work (SOW), Exhibits, Performance Requirements Summary, and Sample Contract.

SOW Section No.	Required ANNUAL Services/Deliverables	TOTAL PROPOSED ANNUAL COST Firmed fixed price to Provide P&S Services
<b>9.0</b>	Presentations and Recruitments (P&R)	\$ _____
<b>10.0</b>	Case Consultations	
<b>11.0</b>	Placement Preparation Training Series	
<b>12.0</b>	Therapeutic Grief Interventions (TGI)	
<b>13.0</b>	Multidisciplinary Services	

I declare that all computations used to arrive at the cost for Preparation and Support for Families Adopting Children with Special Needs services are true and correct to the best of my knowledge.

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

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

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Agency Address

\_\_\_\_\_  
 Title (Print)

\_\_\_\_\_  
 Date

**REQUIRED FORMS - EXHIBIT 15**

**P&S SAMPLE LINE ITEM BUDGET SUMMARY**

Proposer should adjust line items as necessary in order to fully demonstrate how they will provide services.

**BUDGET SHEET FOR \_\_\_\_\_**  
Proposer Name

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

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

\*FTE = Full Time Equivalent Positions

Employee Benefits (EB)	Monthly Cost per FTE	
Medical Insurance	\$ _____	
Dental Insurance	\$ _____	
Life Insurance	\$ _____	
Other (list)	\$ _____	
<b>Total Annual Benefits</b>		<b>\$ _____</b>

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Annual Payroll Taxes</b>	<b>\$ _____</b>

Services & Supplies	
Auto/Travel	\$ _____
Supplies	\$ _____
Purchased Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Insurance not listed under EB	\$ _____
Rent	\$ _____
Other (please continue to list)	\$ _____
<b>Total Annual Services &amp; Supplies</b>	<b>\$ _____</b>

**TOTAL ANNUAL DIRECT COSTS \$ \_\_\_\_\_**

**INDIRECT COST**

**TOTAL ANNUAL INDIRECT COSTS \$ \_\_\_\_\_**

Indirect Annual Cost as it relates to Total Annual Cost (Please enter a percentage) % \_\_\_\_\_

Reminder: Contractors may utilize a maximum of fifteen percent (15%) of expenses of their Maximum Annual Contract Sum for administrative/indirect costs.

(Provide a full breakdown of costs in the Narrative)

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

**TOTAL PROJECTED NUMBER OF FAMILIES TO BE SERVED \_\_\_\_\_**

## **REQUIRED FORMS - EXHIBIT 16**

### **BUDGET NARRATIVE**

Proposers are allowed to develop their budget narrative in a manner that they believe best reflects and supports the Line Item Budget of their proposal. All proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

#### **DIRECT COST**

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program.

All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.25, Insurance Coverage.

#### **INDIRECT COST**

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of fifteen percent (15%) of expenses of their expenses of their Maximum Annual Contract Sum for administrative/indirect costs. of expenses of their Maximum Annual Contract Sum for administrative/indirect costs.

# APPENDIX C, D

## Appendix

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	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 (not applicable to IFB)**
- 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: \_\_\_\_\_

<i>For County use only</i>	
Date SRR Request:	_____
Received by County:	_____
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", as approved and codified in California Government Code, Sections 12580–12599.10, 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.

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 12599.10. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 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.**