



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

REQUEST FOR PROPOSALS (RFP) #24-0022 FOR RELATIVE SUPPORT SERVICES

**Prepared By
County of Los Angeles**

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APPENDICES

- A Sample Contract:** Identifies the terms and conditions in the contract.
- Contract Exhibits:**
- **Statement of Work (Exhibit A):** Explains in detail the required services to be performed by the contractor.
 - **Statement of Work Attachments:** Attachments that accompany the Statement of Work.
 - **Additional Exhibits B-M**
- B Required Forms:** Forms that must be completed and included in the proposal.
RFP Exhibits 1-15
- 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

RFP Release Date	October 24, 2024
RFP Contact	Contract Analyst, email: RSSRFP24-0022@dcfs.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	November 7, 2024, by 5:00 pm (Pacific Standard Time)
Virtual Proposer's Conference	October 31, 2024, at 10:00 am (Pacific Standard Time)
Written Questions Due	October 31, 2024 at the close of the conference
Questions and Answers Released via Addendum	On or about November 14, 2024
Proposals Due	On or before 12:00 PM (Pacific Standard Time) on December 5, 2024
Anticipated Contract Term	Initial contract term of one year, from July 1, 2025 through June 30, 2026 with an option to extend for four (4) additional one (1) year periods from July 1, 2026 through June 2030.

2.0 INTRODUCTION

- 2.1 The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals for 10 total contracts with organizations that are willing and able to provide Relative Support Services (RSS) to improve placement stability and timelines to permanency for children in Kinship care by increasing the accessibility of services to Relative and Non-Related Extended Family Member (NREFM) caregivers, including preparing Relative/NREFM caregivers to become resource placements for court-supervised/non-supervised children and probation youth. The creation of this project stems from the State's mandated Resource Family Approval model, which has been adopted to enhance DCFS and surrounding counties' Adoption and Safe Families Act programs. Contracts will be awarded to responsive and responsible proposers with the highest scored lowest cost proposals (combined score of Business Proposal and Cost Proposal) for each of the eight Service Planning Areas (SPAs).
- 2.2 DCFS' vision is that children thrive in safe families and supportive communities. To achieve this vision, DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation, and 5) Equity.
- 2.3 These shared values are encompassed in the County's Strategic Plan's Three Goals: I) Make Investments That Transforms Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today and is reflected in the Countywide Prevention Plan.
- 2.4 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

3.0 PURPOSE

3.1 Statement of Work (SOW)

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

3.2 Sample Contract: County Terms and Conditions

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

3.2.1 Anticipated Contract Term

The contract term is anticipated to be for an initial period of one (1) year with four (4) optional one-year periods. The contract is anticipated to commence on July 1, 2025, following Board of Supervisors' (Board) award. Contingent upon available funding, the term of the contract may also be extended by the DCFS Director beyond the stated expiration date for up to four (4) additional one-year periods, from July 1, 2026 through June 30, 2030, for a maximum total Contract term of five (5) years. Once approval is obtained from the Board of Supervisors, the DCFS Director or their designee, has the authority to execute the optional extension periods.

3.2.2 Contract Rates

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

The Maximum Annual Contract Amount varies by year and will be financed with Federal and Local funds, Relative Caregiver Emergency Fund (RCEF), and Flexible Family Supports (FFS) funds*. A total of ten (10) contracts will be awarded in a total of eight (8) service planning areas (SPAs), as identified in the table below. The Relative Support Services annual funding allocations per SPA are as follows:

Initial Contract Term from July 1, 2025 through June 30, 2026:

DCFS Service Planning Area (SPA)	Anticipated Number of Contract Award per Service Planning Area (SPA)	Estimated Number of RSS Kinship Client Referrals per Service Planning Area (SPA)	Range of Contract Award Amounts for the First Contract Year	Funding Allocations per Service Planning Area (SPA)
SPA 1	Two (2) Contracts	700	\$382,200 - \$764,400	\$764,400
SPA 2	One (1) Contract	350	\$567,600	\$567,600
SPA 3	One (1) Contract	400	\$567,600	\$567,600
SPA 4	One (1) Contract	100	\$382,200	\$382,200
SPA 5	One (1) Contract	150	\$382,200	\$382,200
SPA 6	One (1) Contract	600	\$567,600	\$567,600

SPA 7	One (1) Contract	200	\$567,600	\$567,600
SPA 8	Two (2) Contracts	850	\$382,200 - \$764,400	\$764,400
Total Contracts:	Ten (10)		Total Allocations:	\$4,563,600

* FFS funding only applies to the first contract term (Year 1).

Optional Contract Extension Terms from July 1, 2026 through June 30, 2030:

DCFS Service Planning Area (SPA)	Anticipated Number of Contract Award per Service Planning Area (SPA)	Estimated Number of RSS Kinship Client Referrals per Service Planning Area (SPA)	Range of Contract Award Amounts for the Optional Contract Extension Years	Funding Allocations per Service Planning Area (SPA)
SPA 1	Two (2) Contracts	700	\$364,000 - \$728,000	\$728,000
SPA 2	One (1) Contract	350	\$540,300	\$540,300
SPA 3	One (1) Contract	400	\$540,300	\$540,300
SPA 4	One (1) Contract	100	\$364,000	\$364,000
SPA 5	One (1) Contract	150	\$364,000	\$364,000
SPA 6	One (1) Contract	600	\$540,300	\$540,300
SPA 7	One (1) Contract	200	\$540,300	\$540,300
SPA 8	Two (2) Contracts	850	\$364,000 - \$728,000	\$728,000
Total Contracts:	Ten (10)		Total Allocations:	\$4,345,200

Please note that the amounts above are subject to change based on funding availability.

3.2.3 Contract Awards

The number of RSS contracts will be limited to those identified in the table above. The County reserves the right to limit the number of RSS contract awards to two (2) for any agency that submits a proposal for this solicitation in order to:

- Support a diverse provider base;
- Encourage a concentrated focus on collaboration and the building of strong community partnerships that serve to strengthen and preserve families; and
- Ensure that agencies are not overextended and have the necessary resources to meet the contract requirements.

The County reserves the right to negotiate with any resulting top ranked agency.

3.2.4 Days of Operation

The Contractor will be required to provide Relative Support Services specified herein and be available to authorized County personnel during normal work hours, which generally are 8:00 A.M. to 5:00 P.M., Monday through Friday, and 8:30 A.M. – 3:30 P.M, Saturday, except County holidays, or as directed by the County Program Manager (CPM). After-hours and Sunday by arrangements with the Relative/NREFM caregiver(s), or with 24 hours' advance notification from CPM via CPD. The Contractor is not required to provide services on County-[recognized holidays](#).

3.2.5 Indemnification and Insurance

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

4.0 MINIMUM MANDATORY REQUIREMENTS

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

- 4.1** Proposer must submit their proposal(s) for Relative Support Services by 12:00 PM, Pacific Standard Time, on December 5, 2024.
- 4.2** Proposer must demonstrate a minimum of two (2) years within the last three (3) years administering Federal, State, County or City contracts.

- 4.3 Proposer must have three years of experience in the last five years providing services to families in a community setting. This includes but is not limited to the prevention and aftercare of child abuse and neglect, and facilitating family visitation.
- 4.4 Proposer must have three years of experience in the last five years providing services related to child welfare assessments for adults or children.
- 4.5 Proposer must have three years of experience in the last five years directly providing or provided through subcontractors, social services training, which may include but not limited to childcare, parenting, child welfare, education, or child/youth development.
- 4.6 Proposer must have provided services for three of the last five years in the Service Planning Area (SPA) where proposer would like to provide services.
- 4.7 Proposer must be registered to do business with the office of the California Secretary of State. A certified original copy of the Statement of Information shall be included in the submission of the proposal.
- 4.8 Proposer must be a non-profit social service organization or public entity and be tax exempt under 501(c)(3) of the Internal Revenue Code for a period of at least two (2) years prior to the proposal due date for this RFP.
- 4.9 Proposer and its principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contract by any Federal, State or County agency. Proposer must be found clear from County, State and Federal contractor's debarred listings, unless an exception has been authorized by State and Federal regulations.
- 4.10 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Contract Execution

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

5.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which

proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

5.3 County's Option to Reject Proposals

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

5.4 County's Right to Amend Request for Proposals

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

5.5 Background and Security Investigations

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

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

6.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) the Department receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) the Department releases a copy of the recommended Proposer's proposal

in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

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

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

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

6.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

6.2 Contact with County Personnel

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

Department of Children and Family Services
Contracts Administration Division

Attention: DCFS Contract Analyst
Email: RSSRFP24-0022@dcfs.lacounty.gov

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

6.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the

goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

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

6.4 Protest Policy Review Process

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

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

6.4.3 Grounds for Review

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

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

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

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

6.5 Conflict of Interest

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

6.6 Determination of Proposer Responsibility

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

6.7 Proposer Debarment

6.7.1 The Proposer is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity. These terms will also apply to proposed Subcontractors of Proposers on County contracts.

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

6.8 Improper Considerations

6.8.1 Attempt to Secure Favorable Treatment

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

6.8.2 Notification to County

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

6.8.3 Form of Improper Consideration

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

6.9 County Lobbyist Ordinance

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

6.10 Consideration of GAIN/START Participants for Employment

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

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

6.11 Jury Service Program

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

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

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

6.12 Pending Acquisitions/Mergers by Proposing Company

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

6.13 Charitable Contributions Compliance

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

accounted for to a governmental entity) also have specific audit requirements.

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

6.13.3 Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

6.14 Defaulted Property Tax Reduction Program

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

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

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

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

6.15.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Contractors

engaged in human trafficking from receiving contract awards or performing services under a County contract.

- 6.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 6.16.1** 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).

- 6.16.2** 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.

- 6.16.3** 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.

- 6.16.4** 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.

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

- 6.17.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code [Section 12952](#).

- 6.17.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Contract. Further, Contractors are required to comply

with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

6.18 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](#)).

6.19 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 Based 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 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.

6.20 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a

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

6.21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

6.21.1 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.

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

6.21.3 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.

- 6.21.4** 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 INTENTIONALLY OMITTED

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: DCFS Contract Analyst at RSSRFP24-0022@dcs.lacounty.gov. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information). 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 on Microsoft Teams to discuss the RFP. Proposers will be required to logon to access the virtual conference using the link below:

[Click Here To Join Meeting](#)

County staff will respond to questions from prospective Proposers. All interested parties are invited and encouraged to attend this conference. The conference is scheduled as follows:

Date: Thursday, October 31, 2024

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

Please ensure you check the DCFS website at:

<http://contracts.dcfslacounty.gov> for Event Invitation link.

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 RSSRFP24-0022@dcfs.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information). 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.

A proposal must be submitted for each Service Planning Area (SPA) wherein the proposer plans to provide services. Five PDF files are required for each proposal submitted.

8.4.1 All proposals must be submitted via email in the prescribed format below.

8.4.1.1 Proposers must include five (5) electronic PDF files in their proposal submission email(s). The electronic files must be titled as follows: RSSRFP24-0022, the organization's name, the Service Planning Area where the proposer plans to provide services, and identify the files listed (i.e. RSSRFP24-0022, ABC Agency, SPA 1, Business Proposal).

8.4.1.2 The five files are:

1) Business Proposal - File will include a cover sheet titled “Business Proposal”, and a separate, completed Exhibit 12 for each of proposer’s Narrative responses to questions related to:

- Background and Experience
- Proposer’s Approach to providing the contract services
- Quality Control Plan

(There are 17 separate Exhibit 12 templates included in Required Forms to be utilized for Narrative responses that must not exceed two pages each)

2) Cost Proposal (Exhibits 13 through 15) - File will include a cover sheet titled “Cost Proposal”, and proposer’s Line Item Budget and Narrative.

3) Audited Financial Statements - File will include a cover sheet titled “Audited Financial Statements”, and the three most current years of Audited Financial Statements. The most current statement should be less than 18 months old.

4) Required Forms (Exhibits 1 through 11) – File will include a cover sheet titled “Required Forms”, and Exhibits 1 – 11.

5) Corporate Documents – File will include a cover sheet titled “Corporation Documents”, and the documents listed in the RFP, sub-paragraph 8.5.5.2 – Corporate Documents.

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

8.4.1.4 Proposer must submit separate emails for each Service Planning Area they intend to submit a proposal. For example, if Proposer submits two (2) proposals for two (2) separate Service Planning Areas, two (2) separate emails are required for each proposal submission, which must include the five (5) electronic files listed in 8.4.1.2.

8.4.1.5 **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 December 5, 2024 will be immediately rejected.

8.4.1.6 Proposers must set up a delivery receipt for each of their e-mail submissions. Proposers must keep delivery receipts and acknowledgement email from DCFS for their records.

8.5 Business Proposal Requirements and Evaluation Criteria (80%)

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 Form, Exhibit 12, will be limited to two pages per response.

8.5.1 Proposer's Qualifications (Section B) (25%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this paragraph. The following sections must be included:

8.5.1.1 Proposer's Background and Experience (Section B.1) (20%)

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 experience in providing Relative/Kinship Support services to the following target populations:

- a.** Relative/NREFM caregivers residing in Los Angeles County approved as Resource Families;
- b.** Children under the care of Relative/NREFM caregivers and Resource Families residing in Los Angeles County;
- c.** Out-of-County DCFS and/or Probation Child Welfare (PCW) Relative/NREFM caregivers;
- d.** Children under the custody of DCFS and/or PCW living with Out-Of-County Relative/NREFM caregivers;
- e.** Children in the KinGAP program;

- f. Children receiving benefits through DCFS and/or PCW;
- g. Children with previously opened DCFS child-abuse cases; and
- h. Informal Kinship caregiver-children arrangements.

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

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

Proposer must provide three (3) references where the same or similar scope of services was provided to demonstrate that the Proposer meets the Minimum Mandatory Requirements identified in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Additionally, Proposer must include all contracts for the last three (3) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 8 (List of References) and Exhibit 7 (List of Contracts), 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.

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

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 questionnaire with due date for a response.
- b. The second attempt will be a second email reminding the reference contact of the email sent previously.

c. The third attempt will be a phone call to the reference contact and 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 (Section B.3)

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's three (3) most current fiscal years financial statements. At least one (1) of the financial statements must be an audited financial statement within eighteen (18) months old at the time of the proposal submission for this RFP. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

8.5.1.5 Proposer’s Pending Litigation and Judgments (Section B.4)

The County will conduct a review of Proposer’s pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

8.5.2 Proposer’s Approach to Providing Required Services (Section C) (40%)

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

Proposer must present a description of the methodology the Proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the requirements outlined in Exhibit A (SOW and Attachments).

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

- 8.5.2.1** Proposer must describe how their organization will ensure Kin caregivers referred for Relative/Kinship Support Services via the RSS contract begin receiving services within two days of receipt of the RSS referral.
- 8.5.2.2** Proposer must describe how their organization will develop and initiate an outreach program for Kin caregivers and youth in Kinship care, including but not limited to publications within the first three months of the contract.
- 8.5.2.3** Proposer must describe how their organization will provide Kinship Support Services to Kin caregivers and youth in Kinship care, and identify which services will likely require transportation support.
- 8.5.2.4** Proposer must describe how their organization will assist Kin caregivers in locating and securing benefits (including but not limited to legal aid, respite care and childcare) from other government agencies, when appropriate.
- 8.5.2.5** Proposer must describe how their organization will provide linkages to mental health supports and services for Kin caregivers and youth in Kinship care, when appropriate.

- 8.5.2.6** Proposer must describe how their organization will develop a SPA-based network of supportive services for Kin caregivers and youth in Kinship care, and a navigation protocol for accessing services within the network within the first three months of the contract.
- 8.5.2.7** Proposer must describe how their organization will provide Kin caregivers with navigation and advocacy in the various multidisciplinary processes needed to ensure quality care and timely permanency, including but not limited to, disciplinary meetings with school staff, Individualized Education Plan (IEP) meeting support, college planning/transition meetings, specialized services/case planning meetings, and Child and Family Team (CFT) meetings.
- 8.5.2.8** Proposer must describe how their organization will deliver a minimum of two (2) annual Kinship caregiver appreciation events in the SPA(s) it's awarded.
- 8.5.2.9** Proposer must describe how their organization will provide youth in Kinship care with supportive services including, but not limited to, mentorship programs, internships, paid work experience, volunteerism, employment development, tutoring/educational supports, and recreational/extra-curricular activities.
- 8.5.2.10** Proposer must describe how their organization intends to use the visitation space required in the contract and how it meets all ADA requirements.
- 8.5.2.11** Proposer must describe how their organization will utilize the subcontracting option to develop a network of support services and resources in the SPA(s) it's awarded.

8.5.3 Proposer's Quality Control Plan (Section D) (15%)

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

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

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

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

8.5.3.2 Proposer must describe their protocol to ensure uninterrupted services to RSS clients in the event of work stoppage or emergent staffing shortage due to the following:

- a. Illness;
- b. Vacation and absences; and
- c. Pandemic

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

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 and Attachments) of Appendix A (Sample Contract).

It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Contract and the County's requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.5.4.2 Section E of Proposer's response must include:

- 1) A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Sample Contract).
- 2) A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract); and for each exception, the Proposer must provide (1) an explanation of the reason(s) for the exception;(2) the proposed alternative language; and (3) a description of the impact, if any, to the Proposer's price.

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

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

8.5.5 Business Proposal Required Forms and Corporate Documents (Section F)

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

Required Forms

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Intentionally Omitted
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information (Excel Worksheet)
- Exhibit 6 Minimum Mandatory Requirements
- Exhibit 7 List of Contracts
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form
- Exhibit 10 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Exhibit 11 Declaration

Business Proposal

Exhibit 12 Business Proposal (Narrative Form)

Cost Proposal

Exhibit 13 Line Item Budget

Exhibit 14 Budget Narrative

Exhibit 15 Service Planning Area Preference Form

8.5.5.2 Corporate Documents

1) Statement of Information

- 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) Franchise Tax Board Determination Letter

3) Internal Revenue Service Determination Letter

- Exemption Determination or Affirmation Letter:

The Proposer must submit a copy of an Exemption Determination or Affirmation Letter confirming the Proposer is tax exempt under 501(c)(3) of the Internal Revenue Code for a period of at least two (2) years prior to the proposal due date for this RFP.

4) Board Resolution (on agency’s letterhead)

5) Organizational Chart

6) Insurance Certificate

7) Audited Financial Statements (3 most current FY)

8.6 Cost Proposal Requirements and Evaluation (20%)

Proposer must submit a separate Cost Proposal for each Service Planning Area for which they are submitting a proposal for, in the format described below, both as to the sequence and as to the content. Failure to comply with these provisions may, at the sole discretion of the DCFS Director, result in disqualification of the proposal.

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

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

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

8.6.1 Breakdown of Total Possible Points

8.6.1.1 The evaluation of the Cost Proposal consists of evaluation of the line item budget and budget narrative. Points for all criteria evaluated will be used to determine the overall score of a Cost Proposal. Evaluation of the Cost Proposal will be completed by subject matter experts.

8.6.1.2 Evaluation of the Line Item Budget

The line item budget, a detailed listing of funds that the proposer allocates to each cost category, will be scored to determine if the proposed costs are reasonable and sufficient for the term of the Contract. The proposer must ensure that all computations are correct.

8.6.1.3 Evaluation of the Budget Narrative

The budget narrative, explanation and description of costs within each category of services, will be scored based on the proposer's detailed demonstration of how the cost will fulfill the requirements of the contract.

8.7 Firm Offer-Withdrawal of Proposal

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

8.8 Proposal Submission

Proposals must be submitted as follows:

8.8.1 One proposal must be submitted, consisting of the five files listed in section 8.4 (Preparation of the Proposal), by the date and time listed in section 1.0 (Solicitation Information), via electronic mail (e-mail) as follows:

To: RSSRFP24-0022@dcs.lacounty.gov

Subject: Proposal for RSS RFP #24-0022, Proposer's Name, SPA #

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

- 8.8.3** It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in paragraph (Solicitation Information), will not be accepted and will be returned to the sender unopened.
- 8.8.4** The Business Proposal must be in searchable Adobe PDF format (Required Forms, Exhibit 12), with all confidential, proprietary and trade secret information redacted, as part of the proposal submission. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as “Trade Secret”, “Confidential”, or “Proprietary”, are not acceptable, and will be rejected in the sole discretion of the County.
- 8.8.5** All proposals will be firm offers and may not be withdrawn for a period of 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 Contracts), 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).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Contractor.

Evaluation of Business and Cost Proposals

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

Determination of Highest-Overall Rated Proposer

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

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

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

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

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

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

- 10.1.1** The request is made within the time frame identified in the solicitation document. For this RFP, the SRR is due November 7, 2024 by 5:00 PM, Pacific Standard Time;
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
 - 10.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

10.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

10.2 Disqualification Review

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

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

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

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

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

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

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

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

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The

requesting Proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers will not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 Proposed Contractor Selection Review

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

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

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

10.3.2.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

- 1)** The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2)** The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.

- 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4) Another basis for review as provided by state or federal law; and

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

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

10.4 County Independent Review

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

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

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

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

APPENDIX

A

APPENDIX A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND



FOR RELATIVE SUPPORT SERVICES

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

**FOR
RELATIVE SUPPORT SERVICES**

Relative Support Services (RSS) Contract (hereinafter referred to as "Contract").

This Contract ("Contract") made and entered into on this _____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor". _____ is providing services in the Services Planning Area ____.

RECITALS

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

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

WHEREAS, County has determined that the services to be provided under this Contract are necessary to improve placement stability and timelines to permanency for children in Kinship care by increasing the accessibility of services to Relative and Non-Related Extended Family Member (NREFM) caregivers ; 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 M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Line Item Budget and Narrative
- Exhibit C County's Administration
- Exhibit D Contractor's Administration
- Exhibit E Forms Required at the Time of Contract Execution
- Exhibit F Safely Surrendered Baby Law
- Exhibit G Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H User Complaint Report (UCR)

Unique Exhibits:

- Exhibit I Charitable Contributions Certification
- Exhibit J Information Security and Privacy Requirements
- Exhibit K Confidentiality of CORI Information
- Exhibit L Internal Revenue Service Notice 1015
- Exhibit M 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 Project Director:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors
- 2.1.6 **County's Program Manager:** Person designated by County with authority for County on contractual and/or administrative matters relating to this contract and responsible for contract monitoring, quality assurance, and technical assistance to the Contractor.
- 2.1.7 **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/>.
- 2.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 **DCFS:** The County's Department of Children and Family Services
- 2.1.10 **Director:** The County's Director of Children and Family Services or authorizes designee.
- 2.1.11 **Probation:** The County's Probation Department
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **Maximum Contract Sum:** The maximum amount payable under this Contract, including the sum of all annual maximum Contract amounts, for services rendered during the entire Contract term, if the initial Contract period and all options to extend the Contract are exercised.
- 2.1.14 **Participant:** A person who partakes of the services the Contractor is obligated to perform for County under this Contract.

- 2.1.15 Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.16 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.
- 2.1.17 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.18 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be one (1) year commencing after execution by County's Board, or July 1, 2025, 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 Director of DCFS or their designee as authorized by the Board of Supervisors.

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

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DCFS at the address herein provided in Exhibit C (County's Administration).

- 4.4 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the contract term, 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.

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Annual Contract Sum for this Contract for the initial contract year is \$ _____, which includes \$ _____ in operational budget, \$ _____ in the Relative Caregiver Emergency Fund (RCEF) budget, and \$ _____ in the Flexible Family Supports (FFS) fund budget. For the four optional one-year extension terms, the maximum annual contract sum is \$ _____.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit C (County's Administration).

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A

(Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Line Item Budget and Budget Narrative). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, good, services, work hours and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** The Contractor must submit the monthly invoice and all supporting documentation (Exhibits A-3, A-10, and A-12) under this Contract to the DCFS County Program Manager for review and approval and electronic copy via email to DCFS Accounting Services. The electronic invoice must be emailed by a representative of the Contractor, whose name is on the contract, and must come from an email designation that is company specific and not a more generic platform. Contractor must also provide acceptable designations to match approved representatives. Invoices received from a non-approved representative or non-contractor email will not be accepted. Invoices and supporting documentation should be submitted to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Unit
510 South Vermont Avenue, 14th Floor
Los Angeles, CA 90020
Contractinvoices@dcfs.lacounty.gov

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Derrick Perez-Johnson, RSS Kinship Program Manager
1 Civic Plaza Drive, 4th Floor
Carson, CA 90745
Fax: (310) 834-7058
perezdb@dcfs.lacounty.gov

5.5.6 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.

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

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

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

5.5.10 In compliance with the Internal Revenue Services (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.

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

determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

- 5.5.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year and Contractor agrees that the County had no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum for said Contract year.
- 5.5.13** Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County in a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.14** County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Line Item Budget and Budget Narrative, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15** Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.16** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit B – Line Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects, and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or reallocation of the Budget, or a material change to the Scope of Work, Contractor must amend the Budget consistent with the changes and submit the Budget to the County Program Manager for approval.

5.5.17 Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must request County's approval in writing for Line Item Budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

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

5.5.19 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 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

5.6.2 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.

5.6.3 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.

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

contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Program Manager

The role of the County's Program Manager includes:

- 6.2.1** Coordinating with the Contractor and ensuring Contractor's performance of the contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate, in areas relating to County policy, information requirements, and procedural requirements; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused, or limited thereby; and
- 6.2.3** Meeting with the Contractor's Program Manager on a regular basis; and
- 6.2.4** Being responsible for inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Director

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

7.2.2 The Contractor's Project Director will be responsible for any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor. This includes Contractor's day-to-day activities as related to this Contract, meetings and coordination with County's Program Manager and/or their designee on a regular basis

7.2.3 The Contractor Project Director will be responsible for the management of the Contractor Program Manager, paraprofessional staff, and any other Contractor staff working on this Contract

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project-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, subcontractor's staff and volunteers performing services under this Contract, who are in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

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

7.5.4 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving 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 the 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.

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

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit E1 (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 E2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.6.7** Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation , unauthorized disclosure of, or unauthorized access to Confidential information that may come to Contractor's attention and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's confidential information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over computer.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or their designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or their designee.
- 8.1.3** The DCFS Director or their designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by 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

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims,

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

8.7 Compliance with Civil Rights Laws

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

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either

comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoffs or 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@dps.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the

County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit F (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

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

or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits

to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match

the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
contractorinsurance@dcss.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an

automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and

\$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability-Errors and Omissions**

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

- **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. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

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 that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct deficiencies and the total cost incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.28.2** Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time.

All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within 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)

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

8.38.4 If, at any time during the term of this Contract or within 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.

8.39 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Program Director 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.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
Electronic Mailbox: ContractorInsurance@dcfs.lacounty.gov

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

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

obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with

the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (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](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 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 \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving

this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

- 9.1.1** 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.
- 9.1.2** 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.
- 9.1.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program 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.
- 9.1.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 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.

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 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.

9.3 Data Destruction

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

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

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

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

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

9.4 Contractor's Charitable Activities Compliance

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

9.5 Intentionally Omitted

9.6 Contractor Protection of Electronic County Information

9.6.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1789.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices (i.e. mobile, wearables, tablets, USB flash drives, external hand drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – part 2: Best Practices for Key Management

Organization; (d) NIST Special Publication 800-11 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

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

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports will be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 9.6.1 (Data Encryption) will constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

9.7 Contract Accounting and Financial Reporting

9.7.1 Contract must establish and maintain an accounting system including internal controls and financial reporting, which must meet the minimum requirements for Contract Accounting and Administration Handbook.

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

9.8 Contract 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.

9.9 Child Abuse Prevention Reporting

9.9.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline at 1-800-540-4000 or the

Child Abuse Reporting Electronic System at <https://reportchildacusela.org> whenever Contractor reasonable suspects that a child has been a victim of abuse or in in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

9.9.2 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 must include:

9.9.2.1 A requirement that all employees, consultants, or agent 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.

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

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

9.10 Conduct of Program

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

9.11 Employee Benefits and Taxes

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

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

9.12 Fixed Assets

Title to all fixed assets purchased with County funds designed by the County for that purpose under this Contract must remain with the County. A "Fixed Asset" is defined hereunder as an equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets must 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 must deliver same to County upon written request. Contractor must have an 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.

9.13 Former Foster Youth Consideration

9.13.1 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/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor must notify of any new vacant position(s) within Contractor's firm by sending via U.S. mail or email, 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 South Broadway, 6th Floor
Los Angeles, CA 90007
youthds@dcfs.lacounty.gov

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

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

9.14 Office Location

9.14.1 Contractors must have an office location which will be convenient for the majority of clients living in their contracted service area.

9.14.1.1 Within thirty (30) days of contract start date, Contractors must have their required office location in place.

9.15 Hours of Operation

9.15.1 Contractor's service providers and delivery sites must, to the extent possible, make services available during non-traditional hours to remove barriers to participation. Contractor must adhere to the following hours of operation:

9.15.1.1 Service delivery regular hours, Monday through Friday, 8:00 am to 5:00 pm

9.15.1.2 Service delivery nontraditional hours, Saturday, 8:30 am to 3:30 pm, and after-hours and Sunday by arrangements with the Relative/NREFM caregiver(s), or with 24 hours' advance notification from CPM via CPD.

9.15.2 Contractor must obtain approval from the County Program Manager prior to any modifications of service provider and/or services delivery site hours

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

9.15.4 Contractor's Project Director or County approved alternate must have full authority to act for Contractor on all matters relating to the daily operation of this Contract and must be available during County's regular business hours of Monday through Friday from 8:00 am to 5:00 pm, to respond to County inquiries and to discuss problem areas.

9.15.5 Contractor must not be required to work on the following County Holidays:

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

9.16 Contractor Negotiations

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

9.17 Contractor Mandatory Orientation

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

9.18 Contractor Mandatory Meetings

Contractor Program Manager must attend Continuous Quality Improvement (CQI) meetings for the Safe Children and Strong Families Services deliver model. Safe Children and Strong Families CQI meeting participants must include all other Safe and Strong Families Contractors, County Program Managers and DCFS Regional Office Representatives.

9.19 Shred Documents

9.19.1 Contractor must ensure that all confidential documents and papers, as defined under State Law (including, but not limited to the 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 and secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

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

9.20 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 State of California. In the event this 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.

9.21 State Energy Conservation Plan

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

9.22 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 M, Federal Award Information.

Payment for this contract will be in accordance with Section 5.5 - Invoices and Payments, and funded utilizing 24% Federal, 71% Local, and 5% Flexible Family Supports funds.

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default

Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Ownership of Materials, Software and Copyright
Paragraph 9.2	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and Contractor 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 warrants under penalty of perjury that he or she is authorized to bind the Contractor in this Contract. This Contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

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

Contractor Name

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Principal Deputy County Counsel

STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

RELATIVE SUPPORT SERVICES

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RELATIVE SUPPORT SERVICES
STATEMENT OF WORK

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- A-16 Relative Caregiver Emergency Fund (RCEF) Usage Instructions

1.0 PREAMBLE

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

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service and empower people through knowledge and information. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; 4) Customer Orientation; and 5) Equity.

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

2.0 COMMITMENT TO EQUITY, INCLUSION AND DIVERSITY

DCFS Equity Goal:

Equity sits at the center of everything we do and threads throughout all of our bodies of work. Thereby, we believe creating a culture of safety, equity, and community ensures improved service delivery and positive outcomes for children, youth, families, and the communities where they reside.

DCFS is dedicated to addressing the needs of underserved and marginalized populations by ensuring equitable access, inclusion, diversity and opportunities for all children, youth and families. The plan of equitable access provides resources to high risk and vulnerable children, including children/youth who are part of an overrepresented race or ethnic group within the Los Angeles County Child Welfare system, and with a focus on Black, Indigenous, and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Aromatic, Two Spirit, and other gender and sexual minority communities. The plus symbol acknowledges other identities and expressions (LGBTQIA2S+) children.

The Relative Support Service contractors must commit to these goals.

3.0 BACKGROUND

Of the approximately 18,000 children in Out-of-Home care in Los Angeles County, over 9,800 children reside in Kinship care. That is, they reside with 5,700 Relative or Non-Related Extended Family Member (NREFM) caregivers. This does not include informal

arrangements without the involvement of child protective services. Though there is no definitive data, it is estimated that the Kinship care population may be six times larger than those relatives involved with the Department of Children and Family Services (DCFS) and/or the Los Angeles County Probation Department (Probation).

Relative Support Services Program Goals

The Relative Support Services (RSS) Program seeks to improve placement stability and timelines to permanency for children in Kinship care by increasing the accessibility of services to Relative/NREFM caregivers, be they informal or formal. Studies from the A.E. Casey Foundation show that Kinship care improves timelines to permanency for children in care, as well as decreases school, community, and relationship disruptions. It was also found that well-supported, informed, and empowered caregivers tended to be better prepared to provide quality Out-of-Home care. The RSS Contractors will increase accessibility to supportive services for Relative/NREFM Caregivers by developing and delivering community-based support services.

RSS Contractors will have the unique opportunity to create and lead Service Planning Area (SPA) based networks of Kinship support services provided by themselves and other Community-Based Organizations (CBOs) to Relative/NREFM caregivers in Los Angeles County. RSS Contractors will utilize the input and skills of experienced Relative/NREFM caregivers to formulate and implement better client outreach and effective Kinship support service networks for their SPAs, leading to measurable performance outcomes.

In 2011, the Los Angeles County Children & Families Commission Kinship Cabinet Permanency Report found that Relative/NREFM care increases placement stability due to decreased levels of anxiety suffered by a child at detention and placement. Relative/NREFM care is most likely to allow a child to remain in their home community in many cases. The RSS evaluative process will determine to what degree RSS enhances or improves placement stability for the children and non-minor dependents (NMDs) living with caregivers who receive RSS.

The 2011 study referenced above was also clear regarding Relative/NREFM care and its impact on timelines to permanency. The study found Relative/NREFM care decreases timelines to all forms of permanency. The RSS evaluative process will seek to determine to what degree RSS support services create or improve permanency for children and NMDs.

4.0 DEFINITIONS

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

- 4.1 **Advocacy** – To inspire independence and empowerment in another person by providing information and opportunity, with the focus on increasing one’s accessibility to services.
- 4.2 **Applicant** – An individual who has submitted an application for Resource Family Approval.

- 4.3 **Flexible Family Supports (FFS)** – The budget from which the Contractor is allocated a portion for the purpose of providing Kin caregivers and the children and youth in their care with recreational and extracurricular activities.
- 4.4 **Child(ren)** – A person or persons under 18 years of age residing in informal foster care, or children who are under Kin-GAP, DCFS and Probation care.
- 4.5 **Children’s Social Worker (CSW)** – A Social Worker employed with the DCFS to manage caseloads for children that are under the Juvenile Dependency Court jurisdiction or Dual Court jurisdiction and supervised by DCFS.
- 4.6 **Community-Based Organizations (CBO)** – A public or private non-profit organization that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs, and whose services are consistent with the vision, values and goals of the County.
- 4.7 **Contractor Project Director (CPD)** – The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 4.8 **County Program Manager (CPM)** – The County representative responsible for daily management of the Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 4.9 **Corrective Action Plan (CAP)** – A written plan that details a Contractor’s commitment to remedy deficiencies in the delivery of the contracted services as cited by the County.
- 4.10 **Documented Alternative Plan (DAP)** as related to Resource Family Approval (RFA) – A written plan, pursuant to DCFS Policy 0100.520.00, approved by the County describing a Resource Family’s use of an acceptable alternative to a specific requirement.
- 4.11 **Deputy Probation Officer (DPO)** – The Probation Officer employed with to manage caseloads of children that are under the Juvenile Delinquency Court or Dual Court Jurisdiction and supervised by Probation.
- 4.12 **Informal Relative Caregiver** – A private arrangement between the birth parent(s) and the relative naming said relative to be responsible for the well-being and basic needs, such as: food, shelter, clothing and safe and nurturing environment for the child(ren), with no formal jurisdiction regarding the child(ren) with DCFS or Probation.
- 4.13 **KinGAP** – The Kinship Guardianship Assistance Payment program, a federally funding program that provides financial assistance and other support services when court supervision ends in Legal Guardianship for a child placed in formal foster care with a relative caregiver.
- 4.14 **Kinship Care** – A mutually beneficial relationship in which a child resides with a relative or non-related extended family member in a non-permanent status for

a time until the child's biological parents are able to care for the child. This can be a formal (adjudicated) relationship or an informal one.

- 4.15 **Legal Aid** – The provision of legal consultation and access to counsel for RSS clients who request it.
- 4.16 **Mentorship** – A relationship in which a more experienced or more knowledgeable mentor helps to guide a less experienced or less knowledgeable person in their development of a specific skill or set of skills.
- 4.17 **Mental Health Services** – The assessment, diagnosis, treatment or counseling in a professional relationship to assist an individual or group in alleviating mental and/or emotional illness, symptoms, conditions, or disorders.
- 4.18 **Non-Minor Dependent** – Any individual aged eighteen to twenty-one years who is participating in extended formal foster care services.
- 4.19 **Non-Related Extended Family Member (NREFM) Caregiver** – An adult caregiver who has an established familial relationship with a child in their formal or informal Kinship care, or a familial or mentoring relationship with the child in their formal or informal Kinship care.
- 4.20 **Outreach** – The method in which a Contractor provides the community it serves with information on how to access services the contractor offers.
- 4.21 **Para-Professional Staff (PPS)** – A Contractor employee to whom a particular aspect of a professional task is delegated but who is not licensed to practice as a fully qualified professional.
- 4.22 **Probation Child Welfare (PCW)** – Child welfare services provided by Probation to children and Non-Minor Dependents who are either in foster care or at risk of entering foster care.
- 4.23 **Regional Community Alliance (RCA)** – The SPA-based community development meetings occurring periodically in each SPA and convened by the leadership team of each DCFS regional office, by any other name.
- 4.24 **Relative Caregiver Emergency Fund (RCEF)** - The budget from which Contractors are allocated a portion for purchasing items and services to enable the caregiver's home to be approved for placement or to enable continued child placement with the caregiver.
- 4.25 **Relative Home Assessment Services (RHAS)** – Contracted services that assist Kinship caregivers in the Resource Family Approval Program process by providing goods that are needed for the home to meet approval standards.
- 4.26 **Relative Support Services (RSS)** – Contracted services supporting Kinship caregivers and the children under their custody.

- 4.27 **Relative Support Services Assessment** – An assessment of support services needed by an Applicant, Relative/NREFM and children in their custody as conducted by the Relative Home Assessment Services (RHAS) Contractor and/or the RSS Contractor.
- 4.28 **Relative Support Services (RSS) Training** – A training provided to RSS Contractors prior to rendering services under the Contract.
- 4.29 **Respite Care** – Substitute care and temporary relief from the responsibilities of foster parenting of up to 72 continuous hours per fiscal year (July 1 - June 30). Respite care providers must be licensed, certified or approved as formal foster caregivers, pursuant to Welfare Institutions Code Section 16519.5, willing and able to provide quality care and supervision, regardless of a child’s history and current emotional and behavioral status.
- 4.30 **Service Planning Areas (SPA)** – The eight geographic areas of Los Angeles County used for social services planning and delivery.
- 4.31 **Subcontractors** – Agencies that contract with the prime Contractor for the provision of applicable services required under this contract.
- 4.32 **Tutoring** – The delivery of private instruction to an individual or group in a specific subject matter or branch of learning with the purpose of improving educational outcomes for the participant(s).

5.0 TARGET POPULATION

Contractor must provide RSS as specified in this Statement of Work to all Relative/NREFM caregivers residing in Los Angeles County, the children under the care of those Relative/NREFM caregivers, and Relative/NREFM caregivers residing outside of Los Angeles County caring for children who are under the custody of Los Angeles County DCFS and/or PCW.

The RSS Program focuses its services towards the following target groups:

1. Relative/NREFM caregivers residing in Los Angeles County approved as Resource Families;
2. Children under the care of Relative/NREFM caregivers and Resource Families residing in Los Angeles County;
3. Out-of-County DCFS and/or PCW Relative/NREFM caregivers;
4. Children under the custody of DCFS and/or PCW living with Out-Of-County Relative/NREFM caregivers;
5. Children in the KinGAP program;
6. Children receiving benefits through DCFS and/or PCW;
7. Children with previously opened DCFS child-abuse cases; and
8. Informal Kinship caregiver-children arrangements.

5.1 Location

The service delivery sites must include but are not limited to: 1) Home of Relative/NREFM caregiver; 2) RSS Contractor Office; and 3) Other RSS CBO offices.

5.2 Hours of Service

Monday through Friday 8:00 A.M. to 5:00 P.M., Saturday 8:30 A.M. – 3:30 P.M. After-hours and Sunday by arrangements with the Relative/NREFM caregiver(s), or with 24 hours' advance notification from CPM via CPD.

6.0 COUNTY'S GENERAL RESPONSIBILITIES

6.1 County must provide a Program Manager (CPM), identified on Exhibit C (County's Administration) of the contract, to coordinate the delivery of services of this Contract with the RSS Contractor.

6.2 The CPM or designee must provide a minimum of one, one-day RSS Training sessions per year to Contractor's staff.

6.3 The CPM or designee will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.

6.4 The CPM or designee will provide direction to Contractor in areas relating to County policy, information and procedural requirements.

6.5 The CPM or designee are not authorized to make changes in the terms and conditions of this Contract and are not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.

7.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

7.1 Contractor must maintain an office within the SPA that the Contractor provides RSS services in, with a telephone in the Contractor's name where Contractor conducts business.

7.2 Contractor's office must be staffed during normal business hours, Monday through Friday from 8:00 A.M. to 5:00 P.M., and Saturday from 8:00 A.M. to 3:30 P.M., by at least one employee who can respond to inquiries and complaints.

7.3 Contractor must provide an answering system or service, or an after-hours contact to receive calls when the office is closed.

7.4 Contractor must ensure the provision of all RSS services in their awarded SPA as specified in Section 11 of this Statement of Work (SOW). Each service under Section 11 of this SOW must be made available to the caregivers residing in the SPA served. As specified in Section 11 of this SOW, Contractors must provide the service directly, secure a subcontractor for the service, or establish a referral source for the service.

- 7.5 Contractor must furnish its office with all equipment, office furnishings and supplies to comply with the requirements of this Contract, including, but not limited to office space, computers, software, cell phone and proper supplies.
- 7.6 Contractor may develop a subcontract utilizing a portion of its RSS budget. All draft subcontracts must contain, at a minimum, all of the elements included in Exhibit A-4, Required Sub Contract Components, and must be approved by the CPM prior to initiation.
- 7.7 Contractor must provide the staffing to ensure the delivery of services specified in this Contract.
- 7.8 Contractor staff must not perform Contract services while under the influence of any alcoholic beverage, medication, narcotic, or other substance which may impair Contractor's staff's physical or mental performance.
- 7.9 Contractor must provide CPM with a staff roster containing the contact information for all Contractor staff working on the RSS contract including, but not limited to, desk phone numbers, cell phone numbers, and email addresses, before beginning work on this contract.
- 7.10 Contractor must supervise staff, facilitate staff training, and provide staff with technical program support, such as updating cell phone communication/documentation linkages and assessing the quality of interaction between staff and Relative/NREFM caregivers.

8.0 CONTRACTOR'S STAFFING

- 8.1 Contractor must ensure its staff and sub-contracted staff conform to the following staff requirements:
 - 8.1.1 Contractor must ensure that criminal clearances and background checks have been conducted for its staff and its sub-contracted staff prior to providing services. Staff who cannot be cleared to work due to their background checks must not perform work under this Contract. Contractor must maintain copies of all criminal clearances and background checks and must provide copies to County at the request of the CPM. Regardless of the outcome of the background investigations, the cost of background investigations is the Contractor's responsibility.
 - 8.1.2 Contractor must obtain written verification of the required education requirements and licenses for its staff, including verification for education requirements earned by staff in foreign countries consistent with the U.S. Secretary of Education authorized accrediting agency.
 - 8.1.3 Contractor's staff must be able to read, write, speak and understand English in order to conduct business with the County. The ability to read, write, speak and understand other languages may apply as specified herein.

- 8.1.4 Contractor must make available upon request, staff that are able to read, write and understand Spanish or another language spoken by a referred caregiver family in order to effectively communicate with the caregiver(s).
- 8.1.5 Contractor must ensure that staff are knowledgeable and dedicated to addressing the needs of underserved and marginalized populations and are dedicated to ensuring equitable access, inclusion, diversity and opportunities for all children and caregivers.

9.0 CONTRACTOR PROJECT DIRECTOR

- a. CPD must meet the following minimum requirements:
 - i. A Bachelor's Degree in Social Work, Psychology or a related Behavioral Science Degree from an accredited University or College.
 - ii. Two years of professional experience in the field of social work, behavioral science or social science performing specialized Kinship support services in a social services agency.
- b. The CPD must manage and oversee the daily Contract operations and delivery of services.
- c. The CPD must provide the CPM with contact information where they may be reached Monday through Friday, from 8:00 A.M. to 5:00 P.M., and Saturdays from 8:30 A.M. to 3:30 P.M., except holidays.
- d. Contractor must provide an answering system or service, or an after-hours and Sunday/holiday contact to receive calls when the office is closed, and on Sunday/holidays.
- e. The CPD must respond within 24 hours to all calls, emails, and/or reports regarding Contractor's performance issues, unless otherwise directed by the CPM.
- f. The CPD must respond to CPM request to meet, address and resolve performance issues, and must be available to attend such meetings as scheduled.
- g. The CPD must ensure that the Contractor staff providing RSS services attends and successfully completes all County provided RSS Trainings.
- h. The CPD must attend all monthly Project Directors' meeting convened by the CPM.

10.0 PARA-PROFESSIONAL STAFF

- 10.1 Contractor must ensure Para-Professional Staff (PPS) attend and complete all DCFS provided RSS Trainings.
- 10.2 Contractor must ensure that PPS provide RSS Contract services for Relative/NREFM caregivers per RSS Training.

- 10.3 Contractor must ensure that PPS travel throughout the County as needed to direct or provide the delivery of RSS Contract services.
- 10.4 Contractor must ensure that the PPS provide feedback and documentation of RSS activities via Exhibit A-5, Monthly RSS Activities.
- 10.5 PPS applicants must meet at least one of the following requirements:
 - 10.5.1 32 units from an accredited University, College or Community College, with at least 16 Units in Social Work, Social Sciences, Humanities, Public Administration or Public Health.
 - 10.5.2 Two years' minimum experience in the field of social work, behavioral science or social science
- 10.6 Former or existing relative caregivers previously approved by DCFS or PCW for relative placements, who do not have any open or substantiated child abuse referrals with DCFS and who do not meet requirements listed in this section must be preapproved for hire by the CPM.

11.0 RELATIVE SUPPORT SERVICES COMPONENTS

- 11.1 The services listed in section 11.1 must be delivered by the Contractor and cannot be subcontracted or referred out.

11.1.1 Kinship Caregiver Outreach Program/Network Development

Contractor must immediately develop and ensure ongoing outreach campaigns with prior approval from the CPM or their designee to Kinship caregivers and other CBOs in their assigned SPA, within three months of the contract execution. Contractor must also outreach to DCFS Children's Social Workers, Probation Child Welfare Workers, and other government and non-government agencies in their assigned SPA.

- 11.1.1.1 Contractor will initiate and sustain a public information campaign in their assigned SPA designed to increase Kinship caregivers' awareness of the services offered by the CBO and its network. This is to include, but not be limited to, flyers, brochures, pamphlets, and electronic and social media.
- 11.1.1.2 Contractor must participate in at least one Regional Community Alliance (RCA) monthly meeting with DCFS and/or PCW staff and stakeholders in their assigned SPA, if these meetings are occurring in the SPA by any name.
- 11.1.1.3 Contractor must develop and distribute a resource guide that promotes the Contractor's services to the DCFS and PCW offices in their assigned SPA no less than quarterly.

- 11.1.1.4 Contractor must ensure that all Relative/NREFM caregivers referred to them receive at least two publications promoting their RSS activities bi-annually of each contract year.

11.1.2 Kinship Caregiver Events and Resource Fairs

Contractor must ensure a minimum of two annual events available to all Kinship caregivers in their SPA area:

- 1) Caregiver/Family Appreciation Day
- 2) Community Resources Fair for Kinship Caregivers

11.1.2.1 Contractor must ensure that the annual Community Resources Fair includes college and career resources and information, in addition to those services listed in section 11.2 of this Statement of Work.

11.1.2.2 Contractor must ensure that the annual Caregiver/Family Appreciation Day includes recreational activities for Kinship caregivers, the children in their care, and extended family members including the children's siblings and biological parents.

11.1.2.3 Contractor can elect to host combined Appreciation Day/Resource Fair events under this contract. Combined events will be counted as one event.

11.1.3 Family Visitation Space

11.1.3.1 Contractor must provide office space for child visitations. The space can be used for children in Kinship care for visits with parents, siblings and other child relatives, former or perspective Kinship caregivers, and for meetings with DCFS, PCW, and other government agencies.

11.1.3.2 Contractor must have adequate visitation space at the inception of and throughout the contract.

11.1.3.3 The visitation space must be in compliance with all Americans with Disabilities Act (ADA) requirements, and must be available during the Contractor's office's hours of operation.

11.1.4 Service Navigation for Kinship Caregivers

Contractor must develop and use a support services navigation protocol to assist Kinship caregivers in acquiring requested services, including but not limited to governmental assistance and support from other community based resources. This protocol must be developed and approved by the CPM within the first three months of the start of the first contract year.

11.1.4.1 Contractor must make contact, via telephone or in person, with all Kinship caregivers referred via the Exhibit A-7 RSS Referral Form or the Exhibit A-13. RSS (Kinship) Referral Form (Probation Assessment) within 48 hours, or two calendar days, of receipt of the aforementioned referral form. Contractor must follow the referral process as described in the Exhibit A-9, RSS Referral Process.

11.1.4.2 After assessment, the Contractor will refer the Kinship caregiver(s) and the children in their care to the appropriate services and to appropriate community-based resources located in the Kinship caregivers' SPA or nearby (if available and applicable).

11.1.5 Relative Caregiver Emergency Funds (RCEF) Administration

Contractor must administer the RCEF fund, to be used to support Kinship caregivers who have an unmet financial need that threatens the stability of the child's/children's placement. Emergency needs include, but are not limited to:

- food;
- emergency transportation, transportation to parental and/or sibling visits;
- rental/mortgage/utilities assistance;
- medical care;
- clothing;
- housewares; and
- furniture and furnishings needed to assure the safety of the child in Out-of-Home care.

11.1.5.1 Contractor will utilize the Exhibit A-6, Relative Caregiver Emergency Fund (RCEF) Household Purchase Record to identify items/services, prices, request authorization (as needed) and to use as documentation for completing the monthly Exhibit A-10, Relative Caregiver Emergency Fund (RCEF) Invoice/Payment Request for RSS Contractors.

11.1.5.2 Contractor must authorize no more than \$2,499 per caregiver household for each 12-month period following a Relative Caregiver's first contact with Contractor staff, without prior approval from the CPM/Designee; amounts exceeding the \$2,499 threshold must require CPM/Designee prior approval.

11.1.5.3 Contractor must conduct an assessment using Exhibit A-14, RSS Family Budget Worksheet and other documentation (if needed) before funds are distributed.

11.1.6 Flexible Family Supports (FFS) Funds Administration

Contractor must administer Flexible Family Supports (FFS) funds to secure any supportive services listed in section 11.2 of this contract for caregivers and the children in their care. These funds cannot be used to secure supportive services with any agency that is subcontracting with any RSS Contractor.

11.1.6.1 Contractor will utilize the Exhibit A-11, RSS Flexible Family Supports Fund Household Purchase Record to identify items/services, prices, request authorization (as needed) and to use as documentation for completing the monthly Exhibit A-12, Flexible Family Supports Fund Invoice/Payment Request for RSS Contractors.

11.1.6.2 Contractor must authorize no more than \$1,499 per household for each 12-month period following a Kinship Caregiver's first contact with Contractor staff, without pre-approval from the CPM/Designee; amounts exceeding the \$1,499 threshold must require CPM/Designee prior approval. Refer to Exhibit A-15, Flexible Family Supports Usage Instructions.

11.1.7 Assistance with Eligibility for Governmental Benefits

Contractor must assist Kinship caregivers in locating and securing benefits from other government agencies when appropriate. Assistance must include, but not be limited to, assistance with:

- Approved Relative Caregiver programs (ARC);
- Assistance pursuant with Assembly Bill 12 (AB 12);
- Supplemental Nutrition Assistance Program (CalFresh);
- Temporary Assistance for Needy Families (CalWORKs);
- Family Caregiver Support Programs;
- Housing;
- Public Workforce Development programs;
- Direct referrals to governmental agencies providing benefits;
- Coordination with county department liaisons; and
- Assistance with state and federal aid applications (such as the FAFSA, CA Dream Act, and the Chafee Grant application).

11.1.8 Subcontracting

Contractor may utilize a portion of its RSS operational budget for subcontracting with a CBO for the provision of one of the services listed in Section 11.2 only.

11.1.8.1 All subcontracts are subject to the provisions listed in Section 8.40, Subcontracting, of the terms and conditions portion of this contract. CPM pre-approval is required on all subcontracts.

11.1.8.2 All subcontracts must include, at a minimum, all of the contract components listed in Exhibit A-4, Required Sub Contract Components.

11.2 Contractor must provide and/or facilitate linkages to agencies and/or subcontractors for the following supportive services:

- a. Respite and childcare, including but not limited to, listings of available respite and childcare services in the SPA the Contractor serves;
- b. Support groups, including but not limited to listings and schedules of support groups available in the SPA;
- c. Trainings or classes for caregivers that promote economic stability/social connection with caregivers, and parenting for caregivers' classes;
- d. Advocacy in educational matters, including but not limited to strength- based multidisciplinary meetings with school staff and caregivers, individualized educational planning process meetings with caregivers and school staff, college planning, specialized support for middle-school and high-school aged children in Relative/NREFM care, career planning, and campus-based supports for children in care;
- e. Mentorship programs for children in care, including but not limited to internships, paid work experience, volunteerism, and employment development support.
- f. Recreational/extracurricular activities for children in Kinship care including, but not limited to, field trips, summer and winter break camps, athletic activities, performance and visual arts activities, and fitness activities.
- g. Tutoring for children in care, including but not limited to listing of tutoring resources available by school districts and other community and faith-based organizations.
- h. Legal aid, including but not limited to referral to no and low cost legal resources in the SPA.
- i. Mental health services, including but not limited to behavioral intervention, individual counseling, psychiatric and/or psychological services, and group therapeutic services.
- j. Permanency support and advocacy, including but not limited to legal guardianship process support, adoption preparation, visitation coaching and the development of purposeful visitation practices, and permanency related issues;

- k. Transportation services including, but not limited to, Contractor directly transporting clients to/from important appointments and programming.
- l. Supportive services and resources for underserved and over represented communities, including children and caregivers of Black, Indigenous, and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer/ Questioning, Intersex,, Asexual/Aromatic, Two Spirit, and other gender and sexual minority communities.

11.3 RSS Assessment and Support Services Review

- 11.3.1 Contractor must ensure that all Exhibit A-5, Monthly RSS Activities Reports and Exhibit A-3 invoices are submitted to the CPM within 30 days of the last month in which the service was rendered.
- 11.3.2 Contractor must ensure that all Exhibit A-6, Relative Caregiver Emergency Fund (RCEF) Household Purchase Records, the corresponding Exhibit A-10, Relative Caregiver Emergency Fund (RCEF) Invoice/Payment Request, and supporting documents such as receipts for RSS Contractors are submitted to the CPM within 30 days of the last month in which the service was rendered.
- 11.3.3 Contractor must ensure that all Exhibit A-7, RSS Referral forms are reviewed and services are initiated within two (2) calendar days of receipt of the completed Exhibit A-7 from any referring party.
- 11.3.4 Contractor must ensure that all Exhibit A-11, RSS Flexible Family Supports Fund Household Purchase Records, the corresponding Exhibit A-12, Flexible Family Supports Fund Invoice/Payment Request, and supporting documents such as receipts for RSS Contractors are submitted to the CPM within 30 days of the last month in which the service was rendered.

12.0 GREEN INITIATIVES

- 12.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 12.2 Contractor must notify County’s Program Manager of Contractor’s new green initiatives prior to Contract commencement.

13.0 QUALITY ASSURANCE MONITORING

- 13.1 Contractor must produce and implement a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure Contract requirements are met. QAP must be approved by DCFS and be in place within 30 days of the Contract. Updates to QAP must be approved by DCFS.
- 13.2 Contractor must incorporate the use of Exhibit A-1, Performance Requirements Summary in its QAP and include a plan to ensure uninterrupted service in the

event of a strike by either party's employees or other potential disruption in services.

- 13.3 Contractor must provide a copy of its QAP to CPM when the Contract commences, and as changes occur, and must maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.
- 13.4 Contractor must: 1) immediately notify CPM of any difficulty, problem, or incidents, which may impact or delay the progress or completion of work; and 2) work with CPM to resolve such issues to avoid further problems.
- 13.5 Contractor must work with CPM to quickly resolve any issues that emerge regarding Contractor's performance.
- 13.6 Contractor must meet with the CPM, or authorized designee, to participate in the monitoring of the Contractor's performance in accordance with Section 8.15, County's QAP, of the Contract, and Exhibit A-1, Performance Requirements Summary.
- 13.7 Contractor will be notified by CPM via Exhibit A-8, User Complaint Report (UCR) if service delivery is deficient or Contract requirements are not met.
- 13.8 Contractor must respond to CPM within two business days of receipt of UCR.

14.0 DATA COLLECTION

- 14.1 Contractor must collect, manage and submit data as directed by the County.
- 14.2 Contractor must enter all contacts and service delivery activities into the Resource Family Approval Tracking System (RFATS also known as "Binti"), or another DCFS-approved tracking system on or before the 15th day of the month following the service delivery date. Entries are to be complete, including the exact amount of RCEF, FFS, or other funding provided to the Relative/NREFM caregiver through the RSS Program.
- 14.3 Contractor must use an evidence-based pre- and post-testing evaluation method designated by the CPM. The designated evaluation tool will measure Kinship caregiver satisfaction and increases in caregivers' capacity to provide care, and gather demographic data. Contractor must ensure that a minimum of 80% of Kinship caregivers participating in RSS services also participate in pre- and post-testing.
- 14.4 Contractor must identify staff for data entry, and request RFATS access for this staff member with the CPM.

15.0 CONTRACTOR'S RECORDS

- 15.1 Contractor must maintain records documenting the services it provides to Applicants and Resource Families under this Contract. Contractor's records must include the following forms for each Exhibit A-7, RSS Referral Form:
 - a) RSS Referral Form (Exhibit A-7);

- b) DCFS RSS Relative/NREFM Caregiver Emergency Fund (RCEF) Household Purchase Record (Exhibit A-6) (when applicable);
- c) DCFS RSS Relative/NREFM Caregiver Flexible Family Supports Fund Household Purchase Record (Exhibit A-11) (when applicable).

15.2 Contractor must maintain records pertaining to the procurement of supplies, furnishings and services provided to Relative Caregivers through the RCEF including but not limited to: RCEF Household Purchase Records (Exhibit A-6), RCEF Invoice/Payment Requests – RHAS or RSS (Exhibit A-10), purchase receipts/receipt copies.

15.3 Contractor must maintain cell phone records pertaining to the services of this Contract.

16.0 MONTHLY REPORTS

Monthly RSS Activities Report, Exhibit A-5 and required data entry as described in section 14.2.

17.0 CORRECTIVE ACTION PLAN

17.1 The CPD must investigate any performance issues submitted by the County and report back to the CPM within two (2) business days and provide a Corrective Action Plan (CAP) in accordance with Section 13.0, Quality Assurance Monitoring or as directed by the CPM.

17.2 CPM will notify Contractor in writing of any event or issue of non-compliance associated with the provision of services required under this Contract.

17.3 Contractor must respond in writing within 48 hours of receipt of a written notice of non-compliance with the terms of the contract.

17.4 Contractor's response must include an explanation of the problem, and a Corrective Action Plan (CAP) for each issue of non-compliance.

17.5 Contractor must implement the CAP after approval by the CPM.

PERFORMANCE REQUIREMENTS SUMMARY

	REQUIRED SERVICE	PERFORMANCE INDICATOR	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1	Contact Relative and NREFM caregivers and initiate RSS services within two calendar days of referral. (Section 11.1.4.1)	RSS intake documents showing referral and intake date, at 100% compliance	CPM or designee review of RSS intake documents at each program audit.	A corrective action plan with an explanation of the problem and the plan for correction.
2	Develop a network of SPA Resources for RSS contract services, a support services navigation protocol, and publications for outreach within three months following the start of the contract period. Distribute relevant RSS publications to the DCFS and PCW offices in their assigned SPA quarterly (Section 11.1.1)	RSS CBO initiates public information campaign, distributes a resource guide, and initiates referral processes to other CBOs in the SPA; all submitted for review to the CPM within the 1 st three months of the contract period.	CPM or designee initial review and approval of RSS navigation protocol and publications within the 1 st three months of the contract period, and at each program audit.	A corrective action plan with an explanation of the problem and the plan for correction. If this standard is not met within three months after the start of contract year, County may exercise the option to decrease RSS funding to this Contractor.
3	All DCFS AND PCW Relative/NREFM caregivers receive outreach publications at least twice annually and are offered RSS contract services. (Section 11.1.1.4)	Show a minimum of two attempted contacts to each RSS program affiliated caregiver home shown in RSS case management notes.	CPM or designee review of RSS case management documents at each program audit.	A corrective action plan with an explanation of the problem and the plan for correction.
4	Two annual events available to all Relative/NREFM Caregivers in their SPA area a caregiver/family appreciation day and a Community Resource Fair that includes college and career resources). (Section 11.1.2)	Contractor announcement of each event prior, and sign-in sheets indicating that the participants were caregivers residing in the Contractor's awarded SPA.	CPM or designee review of RSS annual events and associated case management documents (if applicable) at each program audit.	A corrective action plan with an explanation of the problem and the plan for correction.
5	All contacts and service delivery activities are entered into the Resource Family Approval Tracking System (RFATS also known as "Binti"), by the 15 th day of the month following the delivery of the service. 80% of all participating caregivers participating in pre- and post-test	RFATS (Binti) monthly report showing that all contacts for the month were entered by the 15 th of the following month.	CPM or designee review of RFATS (Binti) on the 15 th of each month. CPM or designee review of the evaluative tool database no less than quarterly.	A corrective action plan with an explanation of the problem and the plan for correction.

	per the evaluative tool (Section 14.0)			
6	Participation in at least one monthly regional meeting with DCFS and/or PCW staff and stakeholders in their assigned SPA. (Section 11.1.1.2)	RSS audit documents identify contractor staff engaged in outreach, meetings attended, and publication distribution dates.	CPM or designee review of RSS monthly events and at each program audit.	A corrective action plan with an explanation of the problem and the plan for correction.
7	Participation in the monthly RSS Project Directors' Meeting. (Section 9.0)	RSS monthly meeting log documents identify contractor staff attending the meetings.	CPM or designee monthly review of RSS Project Directors' Meeting minutes.	A corrective action plan with an explanation of the problem and the plan for correction.
8	Submit all RSS, RCEF, and FFS Fund invoices and supporting documentation for each within 30 days of the last month in which the service was rendered. (Section 11.3)	RSS audit documents the dates of the submission of RSS, RCEF, and FFS Funds per SPA.	CPM or designee monthly review of RSS, RCEF, and FFS Funds invoices.	A corrective action plan with an explanation of the problem and the plan for correction.
9	Contractor Quality Assurance Plan (QAP) must be approved by DCFS and be in place within 30 days of start of Contract. Updates to QAP must be approved by DCFS (Section 13.1)	RSS audit documents the date of the QAP submission and subsequent updates (if applicable).	CPM or designee initial review and a review of the QAP at each program audit.	A corrective action plan with an explanation of the problem and the plan for correction.
10	Contractor may utilize a portion of its RSS operational budget for subcontracting with a CBO for the provision of one of the services listed in Section 11.2 only. (Section 11.1.8)	RSS audit documents the date of subcontract draft submission, approval, and subcontract initiation. Review of subcontractor services logs.	Contractor to provide subcontracts to CPM for review and pre-approval. CPM or designee review of subcontractors' services logs at each program audit.	A corrective action plan with an explanation of the problem and the plan for correction. County may exercise the option to decrease RSS funding to this Contractor.

SAMPLE BUDGET

EXHIBIT A-2

RSS COST DISPLAY

SUBMIT ONE FOR EACH Contract

Number of months in cost reporting period _____

CONTRACTOR'S NAME		CONTRACTOR'S NUMBER				CONTRACTOR'S FISCAL YEAR (MO/YR - MO/YR)	
LINE	(1) LINE ITEMS OF COST	(2) TOTAL (SUM OF COLS. 3 THRU 6)	(3) ADMINISTRATION	(4) # of Referral Contacts	(5) Network Outreach	(6) Subcontract Services	(7) Annual Relative/NREFM Contracts and Events
100a	Executive Director Salary						
100b	Assistant Director Salary						
100c	Administrator Salary						
100d	All Other Administrative Salaries						
101	Recruitment Payroll						
102	Training Payroll						
110	Administrative Contracts						
121	Telephone						
122	Postage and Freight						
123	Office Supplies						
132	Conferences, Meetings, In-Service Training						
133	Memberships, Subscriptions, Dues						
134	Printing, Publications						
135	Bonding, General Insurance						
137	Advertising						
138	Miscellaneous						
200	Building and Equipment Payroll						
211	Building Rents and Leases						
214	Acquisition Mortgage Principal & Interest						
215	Property Appraisal Fees						
216	Property Taxes						
TOTAL PROGRAM COST DISPLAY							

SUBMIT ONE FOR EACH CONTRACT - CONTINUED

Number of months in cost reporting period _____

CONTRACTOR'S NAME		CONTRACTOR'S NUMBER (IF DIFFERENT)				CONTRACTOR FISCAL YEAR (MO/YR - MO/YR)	
LINE	(1) LINE ITEMS OF COST	(2) TOTAL (SUM OF COLS. 3 THRU 6)	(3) ADMINISTRATION	(4) # of Referral Contacts	(5) Network Outreach	(6) Subcontract Services	(7) Annual Relative/NREFM Contracts and Events
217	Building and Equipment Insurance						
221	Utilities						
222	Building Maintenance						
223	Building and Equipment Contracts						
224	Building and Equipment Supplies						
225	Equipment Leases						
226	Equipment Depreciation Expense						
227	Expendable Equipment						
228	Building and Equipment Miscellaneous						
241	Vehicle Leases						
242	Vehicle Depreciation						
243	Vehicle Operating Costs						
350	Basic Emergency Needs						
352	Other Child-Related Costs						
410	Paraprofessional Payroll and/or Social Worker Contract						
440	Direct Care Contracts						
500	TOTAL EXPENSES						

Sample

TOTAL RSS PROGRAM COST DISPLAY

PURPOSE:

This form displays the annual expenditures of the specific RSS program. The costs displayed should represent actual allowable and reasonable costs incurred for the program during the Contractor's most recent fiscal year.

If the Contractor has more than one RSS Contract a separate form must be completed. The sum of Lines 500, Column 2 on all forms should equal the Contractor's total RSS budget for the fiscal year.

INSTRUCTIONS:

Contractor Name: Enter the name shown on line 1 of the form.

Contractor Number: Enter the number issued by the California Secretary of State.

Agency Fiscal Year: Costs reported are the actual costs incurred for the reporting period which is the agency's most recent fiscal year. Enter the beginning and ending month and year for the agency's fiscal year (e.g., 07/2001 - 06/2002).

Column 1: Line items of costs that might be incurred by an RSS. Enter the amount that was incurred during the program's fiscal year.

Line 100a Executive Director Salary - Report the annual salary for person designated as the Executive Director. Include payroll, payroll taxes, and benefits (if applicable). **Line 100b:** Assistant Director Salary - Report annual salary for person designated as the Assistant Director. Include payroll, payroll taxes, and benefits (if applicable).

- Line 100c: Administrator Salary - Report annual salary for person designated as the Administrator. Include payroll, payroll taxes, and benefits (if applicable).
- Line 100d: All other Administrative Salaries - Report annual salaries for all other staff primarily responsible for the ongoing administration and support functions of the organization, including salaries and wages, overtime, payroll taxes and employee benefits which include vacation, sick leave, contributions to an employee pension plan, and dental and health insurance.
- Line 101: RSS Support costs - Report the supporting the Relative Caregivers, and assisting them in preparation for approval. Include payroll, payroll taxes, and benefits (if applicable). Line 102 Training Payroll - Report the cost of training the Relative Caregivers. Include payroll, payroll taxes, and benefits (if applicable).
- Line 110: Administrative Contracts - Report legal, consulting or other contract fees related to the program. Line 121: Telephone - Report all telephone, facsimile (fax), cellular, and pager costs related to the program. Line 122: Postage and Freight - Report all postage and freight costs related to the program.
- Line 123: Office Supplies - Report office supply costs related to the program.
- Line 132: Conferences, Meetings, In-Service Training - Report the cost of attending conferences, meetings, and in-service training related to foster care. Line 133: Memberships, Subscriptions, Dues - Report the cost of memberships, subscriptions, and dues related to foster care.
- Line 134: Printing, Publications - Report all printing and publication costs related to the program.
- Line 135: Bonding, General Insurance - Report all bonding and general insurance costs related to the program. Line 137: Advertising - Report all costs related to advertising for the program.
- Line 138: Miscellaneous - Report all costs related to the program not already identified in any other line item on this form.
- Line 200: Building and Equipment Payroll - Report all program building and equipment payroll costs. Include payroll, payroll taxes, and benefits (if applicable). Line 211: Building Rents and Leases - Report all building rent and lease costs related to the program.
- Line 214: Acquisition Mortgage Principal & Interest - Report any principal and interest on original acquisition mortgages related to the program. Line 215: Property Appraisal Fees - Report independent appraisals, for both owned and leased property related to the program.
- Line 216: Property Taxes - Report any taxes for both owned and leased or rented property related to the program.
- Line 217: Building and Equipment Insurance - Report insurance costs for both owned and leased or rented buildings and equipment related to the program. Line 221: Utilities - Report the cost of electricity, natural gas, water, garbage, and sewer as they apply to the program.
- Line 222: Building Maintenance - Report all building maintenance costs related to the program.

TOTAL PROGRAM COST DISPLAY (RSS) (CONTINUED)

- Line 223: Building and Equipment Contracts -include building equipment, payroll, payroll taxes and employee benefits, building maintenance, contracts, supplies, equipment leases, equipment depreciation expenses, expendable equipment, and miscellaneous building and equipment expenses. Line 224: Building and Equipment Supplies - Report all building and equipment supply costs.
- Line 225: Equipment Leases - Report all equipment lease costs.
- Line 226: Equipment Depreciation Expense - Report equipment depreciation expense. Identify the depreciation methodology in the notes to the financial statements. The total depreciation charges throughout the useful life of the equipment shall not exceed the original cost of the acquisition. Line 227: Expendable Equipment - Report expendable equipment as identified in the financial statements.
- Line 228: Building and Equipment Miscellaneous - Report miscellaneous building and equipment costs not previously identified. Line 241: Vehicle Leases - Report vehicle lease costs related to the program.
- Line 242: Vehicle Depreciation - Report vehicle depreciation costs related to the program.
- Line 243: Vehicle Operating Costs - Report vehicle operating costs such as insurance, fuel, maintenance and repairs, license fees, taxes, and reimbursements to employees for business use of their personal automobiles as it applies to the program.
- Line 350: Total Paid to Certified Family Homes - The amount reported includes payments to the foster parents for the cost of, and the cost of providing, but is not limited to the following items: food, clothing, shelter, daily supervision, school supplies, personal incidentals, reasonable travel to the child's home for visitation, and expenses which covers the child.
- Line 352: Other Child-Related Costs - Report all other child-related costs.
- Line 410: Social Worker Payroll and/or Social Worker Contract - Report all social worker payroll or contract costs. Include payroll, payroll taxes, and benefits (if applicable).
- Line 440: Direct Care Contracts - Report any direct care contract costs not identified elsewhere. Line 500: Total Expenses - Enter the total amount of each column.
- Column 2: Total: Enter total program expenditures for each line item of cost that was incurred during the agency's fiscal year. If a cost item is shared among two or more programs, enter only that portion spent for the specific program.

EXAMPLE: The agency office is used for two programs. Program A serves 20 children, Program B serves 10 children. If the rental cost for the office (line item 211) is \$9,000 for the year, the cost could appropriately be allocated by entering \$6,000 on the form for Program A and \$3,000 on the form Program B. Explain in column 7 the allocation method used to arrive at this program's share of costs.

Columns 3-6: Activity: Based on percentage of use, or other appropriate allocation explained in column 7, enter the proportion of the cost in column 2 that is spent for each of these activities.

EXAMPLE: The agency car operating expenses (gas, oil, maintenance, repair) are \$4,000 for the year. It is used 50% of the time by the social worker, 20% for administrative duties, 20% by training personnel, and 10% for recruitment of new certified foster parents. This cost will be shown as follows:

Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Total	Administration	# of Referral Contacts	Network Outreach	Subcontract Services	Relative/NREFM Contracts and Events
\$4,000	\$800	\$400	\$800	\$2,000	\$2,500

Column 7: Explain how the figures in columns 3-6 were determined, including the allocation bases. If more space is necessary, attach an additional sheet.

Name of CBO and SPA
RELATIVE SUPPORT SERVICES COST REIMBURSEMENT INVOICE

RSS CBO Name: _____
 Address: _____
 City and Zip: _____
 Telephone #: _____
 Fax #: _____
 Contact: _____

Invoice #: _____
 Invoice Date: _____
 Billing Month: _____
 Contract #: _____
 Contract Period: _____

Cost Category	Annual Budget (I)	Prior YTD Exp (II)	Total Monthly Exp (III)	Actual YTD Exp (IV)	Available Balance (V)
A. Direct Costs:					
1. Salaries and Wages					
Case Managers					
Other Staff					
2. Employee Benefits					
3. Other Personnel Costs					
B. NON PERSONNEL COSTS:					
4. Staff Mileage					
5. Facility Costs					
6. Supplies					
7. Equipment					
8. Sub-Contractors					
9. Emergency Basic Support Services					
10. Other Program Expense					
C. Indirect Costs:					
D. Total					

Requested Reimbursement Amount:

Certification of Agency Representative:
 I certify, under penalty of perjury, that this invoice is true in all respects.

Signature: _____
Name: _____
(Print Name and Title)

Date: _____

For Use by County DCFS Program Manager Only

Reviewer: _____
Approving CPM: _____
(Print Name)

Date: _____
Date: _____

REQUIRED SUB-CONTRACT COMPONENTS

ALL SUB-CONTRACTS SHALL INCLUDE, AT A MINIMUM, THE LANGUAGE IN SECTION I AND THE COMPONENTS LISTED IN SECTION II BELOW:

SECTION I

The recitals of the sub-contract shall include the following:

WHEREAS, in order to fulfill its obligations to the County of Los Angeles under the Prime Contract, Contractor desires to engage Sub-contractor for _____ Services, and

Prime Contract

Notwithstanding any other provision of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with the County of Los Angeles and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the County of Los Angeles.

Third Party Beneficiary

Contractor and Subcontractor understand and agree that this Subcontract is entered into for the benefit of the County of Los Angeles, and that the County of Los Angeles is hereby expressly made a third party beneficiary of this Subcontract.

Notwithstanding any other provision of this subcontract, the County of Los Angeles does not intend for the Subcontractor to acquire any rights as a third party beneficiary of the prime contract.

Insurance requirements

An option for compliance with the insurance requirements of the Contract is for the Prime Contractor to cover the sub-contractor on their agency's insurance policy. If not, the sub-contractor must purchase coverage to meet the following insurance requirements.

General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of the Prime Contract, Appendix A. 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.

Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
contractorinsurance@dcss.lacounty.gov

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

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

Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

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

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

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

Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

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

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

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.

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

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

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.

Insurance Coverage Requirements:

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

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 shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

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.

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.

Payments

The section that addresses payments shall include the following sub-section:

The County of Los Angeles shall not be liable or responsible in any way to the Sub-contractor or its officers, employees and agents, for any compensation or costs related to this Sub-contract.

SECTION II

Parties to the sub-contract

The sub-contract must indicate the names of all parties to the sub-contract.

Addresses of prime and sub contractors

The sub-contract shall include addresses of the prime and sub-contractors, and indicate them as such.

Nature of services being contracted to be included in the Recitals

The sub-contract shall indicate the nature of services the prime contract provides, and the nature of the services the sub-contract will provide.

Length of the sub-contract

The sub-contract shall include the start date and end date of the contract.

Maximum Contract Sum

The sub-contract shall include the total contract amount for the length of the contract.

Invoice and Payment Information

The section that addresses payments shall detail: the unit of payment i.e. hourly, daily, or the service rate; the number of units of service the sub-contractor will provide, and a complete description of the services to be provided.

The sub-contract shall include a method for the sub-contractor to submit invoices, and a method for the sub-contractor to be paid.

Confidentiality language

Language mandating compliance with Contractor's Non-Employee Acknowledgment and Confidentiality Agreement; and mandating the maintenance of confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

Federal Excluded Party List

Language mandating verification that the subcontractor or sub-contractor's employees are in the Federal Excluded Party List System.

<https://www.epls.gov/>

County of Los Angeles Debarment List

Language mandating verification that the subcontractor or sub-contractor's employees are not on the County of Los Angeles Debarment List.

<http://purchasingcontracts.co.la.ca.us/DebarmentList.asp>

Criminal Clearance language

Language mandating the criminal clearance of sub-contractor and sub-contractor's employees.

Language indicating that the sub-contractor and the sub-contractor's employees are mandated to disclose any prior or subsequent criminal conviction record or any pending criminal trial.

Language prohibiting the engagement of services of any individual convicted of any crime involving conduct that is harmful to the health, morals, welfare or safety of others including the offenses specified in Health and Safety Code 11590 (offenses requiring registration as a controlled substance offender) and all crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

Signature Page

The signature page shall include signature blocks for the prime contractor and the sub-contractor. Each signature block shall include lines for the:

- Name of Agency
- Printed Name of the Signer
- Printed Title of the Signer
- Signature

The signature block for the sub-contractor shall also include a line for the agency's **Tax Identification Number**.

RELATIVE CAREGIVER EMERGENCY FUND (RCEF) HOUSEHOLD PURCHASE RECORD

Relative Caregiver/Primary RFA Applicant Name: _____

Relative Caregiver/Primary RFA Applicant Address: _____

Relative Caregiver Contact Number: Home Phone: _____ Cell: _____

Name of other Relative Caregivers/Adults in Household:

1. _____
2. _____
3. _____
4. _____

Child Name/Gender/Age:

1. _____ () Male () Female Age: _____
2. _____ () Male () Female Age: _____
3. _____ () Male () Female Age: _____
4. _____ () Male () Female Age: _____
5. _____ () Male () Female Age: _____
6. _____ () Male () Female Age: _____

Purpose of Purchased Items/Services (Check all that applies):

- () Required for Home Environment Corrective Action Plan (CAP)/Documented Alternative Plan (DAP)
- () Required to Maintain RFA Home Environment Standard
- () Required to maintain child placement in Applicant's/Relative Caregivers Household
- () Purchase of Items/Services exceeds Applicant's/Relative Caregiver's resources

Purchased Items/Services (Consult RCEF Procurement List for CBOs)

<u>ITEM/SE</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Total Cost	\$ _____	

RSS Agen _____ SPA/DCFS Office: _____

Date: _____

RSS Case Manger (Print Name)

RSS Case Manager (Signature)

Date: _____

Contract Program Director (Print Name)

Contract Program Director (Signature)

If Total Cost of sum of RCEF for the Annual Contract Period exceeds \$2,500, RSS County Program Manager Purchase Authorization is Required

Date: _____

County Program Manager (Print Name)

County Program Manager (Signature)

BEDROOM
BED TWIN (with frame, mattress and box)
BED TWIN ROLL-OUT
BED TWIN (FRAME ONLY)
BED TWIN (MATTRESS ONLY)
BUNK BEDS (with frame and mattress)
BED FULL (with frame, mattress and box)
BED FULL (FRAME ONLY)
BED FULL (MATTRESS ONLY)
BED JR./TODDLER (with frame and mattress)
BED JR./TODDLER (MATTRESS ONLY)
BED KING (with frame, mattress and box)
BED KING (FRAME ONLY)
BED KING (MATTRESS ONLY)
BED QUEEN (with frame, mattress and box)
BED QUEEN (FRAME ONLY)
BED QUEEN (MATTRESS ONLY)
CRIB (with frame and mattress)
CRIB MATTRESS ONLY
DAYBED (with frame and 2 mattresses)
LINEN SET (CRIB)
LINEN SET (TWIN)
LINEN SET (FULL)
LINEN SET (QUEEN SET)
LINEN SET (KING)
BLANKET (CRIB)
BLANKET (TWIN SIZE)
BLANKET (FULL SIZE)
BLANKET (QUEEN SIZE)
BLANKET (KING SIZE)
PILLOWS (STANDARD SIZE)
CLOSET (PORTABLE)
DRESSER 4-DRAWER
DRESSER 5-DRAWER
KITCHEN/DINING
TRASH BIN (13 GALLON)
SINK
DINETTE SET (5 pieces) FOR 4 PERSONS
DINETTE SET (7 pieces) FOR 6 PERSONS
DINETTE SET (9 pieces) FOR 8 PERSONS
MICROWAVE
REFRIGERATOR
STOVE

BATHROOM

SINK

TOILET

TOILET SEAT

POTTY TRAINING SEAT

STEP STOOL

LIVING ROOM

FUTON SOFA(BED)

SOFA

SOFA & LOVESEAT

SOFA BED (with frame and mattress)

SOFA BED MATTRESS ONLY

OTHER

DRYER(GAS)

WASHER

TRASH BIN (96 GALLON)

CARPET CLEANING

HOUSE CLEANING

NEW CARPET

WALL REPAIR

FLOOR REPAIR

WINDOW REPAIR

OUTDOOR/YARD CLEANING

INDOOR CLEANING (MAID SERVICE)

FLOOR REPAIR

WALL REPAIR

REPLACE CARPET

CARPET CLEANING

WHEELCHAIR RAMP

REPAIR DOORWAY FOR WHEELCHAIR ACCESS

SAFETY

CAR SEAT

EARTHQUAKE TV STRAPS (UP TO 70" FLAT SCREEN)

CHILD SAFETY GATES

SAFETY GATE FOR FIREPLACE OR WOOD STOVES

CHILD SAFETY OUTLET COVERS (pack of 12)

CABINET AND DRAWER LATCH LOCKS (set of 4)

SMOKE DETECTOR (STATE REGULATED W/10 YR WARRANTY LITHIUM BATTERY)

CARBON MONOXIDE DETECTOR (STATE REGULATED W/10 YR WARRANTY LITHIUM BATTERY)
COMBO SMOKE & CARBON MONOXIDE DETECTOR (STATE REGULATED W/10 YR WARRANTY LITHIUM BATTERY)
MEDICINE CABINET LOCK
CABINET SAFETY LATCHES
SAFETY RELEASE DEVICE FOR SECURITY BARS, FOOT RELEASE
OUTLET COVERS
TOILET SEAT SAFETY LATCH
WINDOW ALARMS (set of 8)
POOL FENCE
POOL/SPA COVER (IN GROUND, 15' X 30')
POOL EXIT ALARM
POOL LADDER
POOL PUMP; 3/4 HP- 1HP
POOL PUMP FILTER UNIT
LOCKED CABINETS/SAFETY, PISTOL BOX
TRIGGER (PISTOL) LOCKS

BABY SUPPLIES

Diapers - Size 1 (200/carton)
Diapers - Size 2 (168/carton)
Diapers - Size 3 (144/carton)
Diapers - Size 4 (124/carton)
Diapers - Size 5 (108/carton)
Diapers - Size 6 (92/carton)
Diapers - Changing Pads
Training Pants (girls or boys size 3T - 4T) (92/carton)
Training Pants (girls or boys size 4T - 5T) (76/carton)
Baby Wipes (864/carton)
BOTTLES
PACIFIERS
RECEIVING BLANKET (100% cotton, 30"LX40"W) 6 each/pack
WALKER
STROLLER
PLAY PEN
BASSINETT FOR NEWBORN

Relative (Kinship) Support Services Referral Form Request for RSS and Safety Items

Date of Request:

Referral to RSS CBO:

Date referred:

Caregiver Name:

Telephone number:

Child(ren) Name and DOB: _____

Address:

Language:

Referrer (Circle one):

RFA Conversion

ASFA Reassessment

Regional Office

Support Services Category	Service (s) needed	Support Services Category	Service (s) needed
Academic support		Job placement/development	
Advocacy		Job readiness training	
Case Management		Legal assistance	
Child Care		Life skills training	
Clothing		Medical/vision/dental care	
Conflict resolution/mediation		Mental health assessment	
Counseling – general		Mentoring	
Counseling – mental health		Navigation of services	
Early child care		Outreach	
Employment		Permanency planning	
Family conferencing		Public benefits assistance	
Financial aid		Recreation/enrichment activities	
Food pantry		Rental assistance	
Furniture/small appliances		Support group	
Health care access		Transportation	
Health education		Tutoring	
Home approval assistance		Utility assistance	

Individualized education plan (IEP)		Youth leadership development	
Information and Referral		Other:	
Safety Items (Subject to Financial Assessment)	Quantity		
Cabinet & Drawer Latches			
Child Safety Gate			
Child Safety Outlets Cover			
Pool Child Safety Alarm			
Smoke & Carbon Monoxide Alarm			
TV Earthquake Strap			
Window Alarm			
Other:			

CSW:

DCFS Office:

CSW Contact number:

Signature:

Email:

Complete this form, then scan/email it to the RSS agency servicing the caregiver's community. Please refer to the RSS brochure or directory for a listing of the RSS agencies countywide, including contact information.

USER COMPLAINT REPORT

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

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

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

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

To report an urgent/serious problem, call County Program Manager and

Send UCR to: CPM: _____
 Address: _____
 City: _____
 State: _____
 Zip: _____
 Phone: _____

RSS Referral Process

- The Contractor shall provide RSS (Kinship) contract services when the Kinship caregiver is referred by DCFS and/or PCW, or when the Relative/NREFM caregiver self refers for Kinship support services.
- The Contractor shall respond to all Exhibit A-7 RSS Assessment/Referral forms for RSS services within 2 calendar days of receipt of the referral
- For caregivers being referred via an RHAS contractors: after conducting the Relative/NREFM Support Services Assessment, the RHAS Contractor will send an electronic version of the Exhibit A-7 RSS Assessment/Referral to the RSS Contractor providing Kinship support services in the caregiver's community.
- Kinship caregivers under LA County approval and monitoring residing outside LA County will be referred to the RSS Contractor nearest to them for Kinship support services. The Contractor must also respond to these referrals within 2 calendar days of receipt of the Exhibit A-7 RSS Assessment/Referral.
- Kinship caregivers may be referred to the Contractor through the DCFS Hotline, the PCW RFA team, RFSP Division WarmLine or community service referral system approved or operated by the County, and/or the assigned CSW and/or DPO.
- The Contractor is required to make outreach efforts in the SPA they service to solicit self-referrals from Kinship caregivers.
- All attempted and completed contacts with Kinship caregivers in the commission of RSS services must be entered into the data tracking system.

Name of CBO and SPA
RELATIVE CAREGIVER EMERGENCY FUND INVOICE/PAYMENT REQUEST FOR RSS CONTRACTORS
 For the Month of _____ YEAR _____

SPA			
RSS Contractor		*2017 RSS RCEF Budget Allocation	\$ _____
Address			
		Previous RCEF Expenditure Balance	\$ _____
Contact Person		minus today's RCEF expenditures	\$ _____
Title		**RCEF Balance	\$ _____
Phone			

Date	Caregiver Name (Last, First)	Tracking Number	Payee/Vendor	Description of Service Provided	Amount (\$)
Total					

*RSS SOW 10.1.5, Contractor shall use the RSS Contract RCEF Budget Allocation for RCEF Items/services. Contractor must obtain prior authorization from the County Program Manager for RCEF expenditures estimated in excess of two thousand, five hundred dollars (\$2,500) or if the combined purchases for the Relative Caregiver's household exceeds \$2,500 for the applicable time period

**RCEF Balance Formula = Previous RCEF Expenditure Balance (-Minus) today's RCEF Expenditures.

Approved _____ Date _____
 RSS Contractor Project Director/Designee

Approved _____ Date _____
 RSS County Program Coordinator

Approved _____ Date _____
 RSS County Program Manager/Designee

RSS FLEXIBLE FAMILY SUPPORTS HOUSEHOLD PURCHASE RECORD

Relative Caregiver/Primary RFA Applicant Name: _____

Relative Caregiver/Primary RFA Applicant Address: _____

Relative Caregiver Contact Number: Home Phone: _____ Cell: _____

Name of other Relative Caregivers/Adults in Household:

1. _____
2. _____
3. _____

Child Name/Gender/Age:

1. _____ () Male () Female Age: _____
2. _____ () Male () Female Age: _____
3. _____ () Male () Female Age: _____
4. _____ () Male () Female Age: _____
5. _____ () Male () Female Age: _____
6. _____ () Male () Female Age: _____

Purpose of Purchased Items/Services (Check all that applies):

- Required for Home Environment Corrective Action Plan (CAP)/Documented Alternative Plan (DAP)
- Required to Maintain RFA Home Environment Standard
- Required to maintain child placement in Applicant's/Relative Caregivers Household
- Purchase of Items/Services exceeds Applicant's/Relative Caregiver's resources

Purchased Items/Services (Consult Auxiliary Procurement List for CBOs)

<u>ITEM/SERVICE</u>	<u>UNIT PRICE</u>	<u>PRICE</u>		
_____			\$	\$
_____			\$	\$
_____			\$	\$
_____			\$	\$
_____			\$	\$
_____			\$	\$
		Total Cost	\$	\$

RSS Agency: _____ SPA/DCFS Office: _____

_____ Date: _____

RSS Case Manger (Print Name) _____ RSS Case Manager (Signature) _____

_____ Date: _____

Contract Program Director (Print Name) _____ Contract Program Director (Signature) _____

If Total Sum of FFS expense for any 12 consecutive months during the Contract Period exceeds \$1,499.99,

RSS County Program Manager Purchase Authorization is Required

_____ Date: _____

County Program Manager (Print Name) _____ County Program Manager (Signature) _____

**Relative Support Services (RSS) Referral Form
LA Co. Probation**

Date of Request:

Referral to RSS CBO:

Date referred:

Caregiver Name:

Telephone number:

Child(ren) Name and DOB: _____

Address:

Language:

Referrer: _____

Support Services Category	Service (s) needed	Support Services Category	Service (s) needed
Academic support		Job placement/development	
Advocacy		Job readiness training	
Case Management		Legal assistance	
Child Care		Life skills training	
Clothing		Medical/vision/dental care	
Conflict resolution/mediation		Mental health assessment	
Counseling – general		Mentoring	
Counseling – mental health		Navigation of services	
Early child care		Outreach	
Employment		Permanency planning	
Family conferencing		Public benefits assistance	
Financial aid		Recreation/enrichment activities	
Food pantry		Rental assistance	
Furniture/small appliances		Support group	
Health care access		Transportation	
Health education		Tutoring	
Home approval assistance		Utility assistance	
Individualized education plan (IEP)		Youth leadership development	
Information and Referral		Other:	
Safety Items		Quantity	
Cabinet & Drawer Latches			
Child Safety Gate			
Child Safety Outlets Cover			

Pool Child Safety Alarm	
Smoke & Carbon Monoxide Alarm	
TV Earthquake Strap	
Window Alarm	
Other:	

DPO Name:

DPO Office:

DPO Contact number:

Referrer Signature:

Email:

aregiver's community. Please refer to the RSS brochure or directory for a listing of the RSS agencies countywide, including contact information.

FAMILY BUDGET WORKSHEET
RELATIVE SUPPORT SERVICES

DATE : _____

CASE NAME: _____

CSW/PO NAME: _____

CASE NUMBER : _____

RSS CASE MANAGER NAME: _____

A) INCOME:

Employment \$ _____

AFDC \$ _____

Food Stamps \$ _____

Social Security \$ _____

Child Support \$ _____

Other \$ _____

TOTAL INCOME \$ _____

B) EXPENSES:

Rent \$ _____

Food \$ _____

Electric \$ _____

Gas \$ _____

Water \$ _____

Telephone \$ _____

Laundry & Cleaning \$ _____

Household Supplies \$ _____

Personal Supplies \$ _____

Recreation \$ _____

Medical \$ _____

Education \$ _____

Child Care \$ _____

Charge Accounts \$ _____

Transportation \$ _____

Other \$ _____

TOTAL EXPENSES \$ _____

Income \$ _____

Expenses \$ _____

Balance (A-B) \$ _____

Budget Goals: _____

FLEXIBLE FAMILY SUPPORTS (FFS) BACKGROUND/USAGE INSTRUCTIONS FOR CONTRACTOR PROCUREMENT OF ITEMS/SERVICES AND INVOICE/PAYMENT REQUEST (FFS USAGE INSTRUCTIONS)

[For Use with Relative Home Assessment Services (RHAS) and Relative Support Services (RSS) Contracts.]

Background: Relative Caregivers and Non-Related Extended Family Members (NREFMs) are key to the successful Out-of-Home placement for children under the protection of DCFS and the Probation Department as well as informal child custodial arrangements. For formal placements under DCFS and Probation Department, Relatives Caregivers/NREFMs will be required to meet the Resource Family Approval Program Applicant (Applicant) process. RHAS and RSS Contractors assisting the Applicant approval process and providing ongoing support for Resource Families to maintain placement may procure Items and services from the FFS. RSS Contractors who are working with the Informal caregiver may also procure items and services that can maintain child placement.

Purpose: To provide usage instructions for the following Documents:

- FFS Household Purchase Record
- FFS Invoice/Payment Request - RHAS or RSS

Who Needs to Use These Instructions/Documents:

- RHAS Agency Contract Project Director (CPD) and their staff,
- RSS Agency Contract Project Director (CPD) and their staff,
- RHAS Program Manager (CPM) and Staff,
- RSS Program Manager (CPM) and Staff.

Training:

Contractor staff involved in the procurement of items/services for Relative Caregivers/NREFMs must complete the RHAS or RSS Contractor training provided by the County. CPD shall contact CPM for training of new staff working on RHAS or RSS contracts.

PROCUREMENT OF ITEMS AND SERVICES

RHAS and RSS Contractor/Staff shall complete an FFS Household Purchase Record that itemizes each household purchase. RHAS Contractor/Staff may procure household purchases up to \$5,000 per household, per Annual Contract Period. Total purchases for the household may not exceed \$5,000 per Annual Contract Period unless authorized by the RHAS CPM. RSS Contractor/Staff may procure services up to \$1,499.99 per household, per Annual Contract Period. Total purchases for the household may not exceed \$1,499.99 per Annual Contract Period unless authorized by the RSS CPM. Contractor is responsible for knowledge of previous purchases for the household. Relative Caregiver/NREFM relocation to a new home location does not reset the annual household procurement limits. The same procurement/purchase restrictions apply to informal relative caregivers for each 12-month period following a Relative Caregiver's/NREFMs first contact with Contractor staff or County Agency for Relative Support Services.

All appropriate parts of the FFS Household Purchase Record must be completed and authorized by the CPD or their Designee prior to purchases. If the purchase of household items/services will exceed the \$5,000 limit for RHAS or the \$1,499.99 for RSS, the CPD shall contact the CPM for discussion/authorization. The FFS Procurement List for Community Based Organizations (CBOs) provides Contractors a non-exhaustive list of items that have been procured in the past to assist Relative Caregivers/NREFMs. It is understood that local vendor prices for similar Items will vary within reason. If there is doubt to the appropriateness of the vendor pricing of any Item, please consult the CPM or their Designee. Use additional FFS Household Purchase Records as needed.

EXPENDITURE PROJECTIONS NOT TO EXCEED CONTRACTOR FFS ALLOCATION

RHAS or RSS CBOs must review their FFS expenditures monthly to determine that purchases will not exceed the FFS Budgeted Allocation for their respective contract. If the CPD determines that projected FFS purchases will exceed Allocation, they must discuss this matter with the CPM.

INVOICE/PAYMENT REQUEST:

Contractor payment for purchases from the FFS allocation shall be invoiced within 30 calendar days following the month when the Items/services were put in use at the Relative Caregiver/NREFM household using the FFS Invoice/Payment Request. Contractor must complete all applicable Information areas of the FFS Invoice/ Request, attach a copy of the corresponding FFS Household Purchase Record and attach all original receipts or original receipt -unique item copy for the purchased items. For multiple purchases for the same item purchased in quantity, Contractor shall create an original receipt-unique item copy by assigning a unique inventory number for each purchased item. (For instance, if 20 Smoke Detectors are purchased at a time, assign a unique inventory number to each smoke detector 1-20, write each of the twenty numbers on the original receipt when submitting a receipt for a smoke detector, circle the unique Inventory number for the Item from Inventory, initial and date the original receipt-unique Item copy.)

Provide the declining balance of the FFS Budget Allocation. For FFS Balance, Subtract Today's FFS Expenditures from the Previous FFS Expenditure Balance.

The FFS Invoice/Payment Request must be submitted with original CPD signature to the CPM for approval and processing. Use additional FFS Invoice/Payment Requests as needed.

RELATIVE CAREGIVER EMERGENCY FUND (RCEF) BACKGROUND/USAGE INSTRUCTIONS FOR CONTRACTOR PROCUREMENT OF ITEMS/SERVICES AND INVOICE/PAYMENT REQUEST (RCEF USAGE INSTRUCTIONS)

[For Use with Relative Home Assessment Services (RHAS) and Relative Support Services (RSS) Contracts.]

Background: Relative Caregivers and Non-Related Extended Family Members (NREFMs) are key to the successful Out-of-Home placement for children under the protection of DCFS and Probation Department as well as informal child custodial arrangements. For formal placements under DCFS and Probation Department, Relatives Caregivers/NREFMs will be required to meet the Resource Family Approval Program Applicant (Applicant) process. RHAS and RSS Contractors assisting the Applicant approval process and providing ongoing support for Resource Families to maintain placement may procure Items and services from the RCEF. RSS Contractors who are working with the informal caregiver may also procure items and services that can maintain child placement.

Purpose: To provide usage instructions for the following Documents:

- RCEF Household Purchase Record
- RCEF Procurement List for CBOs
- RCEF Invoice/Payment Request - RHAS or RSS

Who Needs to Use These Instructions/Documents:

- RHAS Agency Contract Project Director (CPD) and their staff,
- RSS Agency Contract Project Director (CPD) and their staff,
- RHAS Program Manager (CPM)/Designee and Staff,
- RSS Program Manager (CPM)/Designee and Staff.

Training:

Contractor staff involved in the procurement of items/services for Relative Caregivers must complete the RHAS or RSS Contractor training provided by the County. CPD/Designee shall contact CPM/Designee for training of new staff working on RHAS or RSS contracts.

PROCUREMENT OF ITEMS AND SERVICES

RHAS and RSS Contractor/Staff shall complete an RCEF Household Purchase Record that itemizes each household purchase. RHAS and RSS Contractor/Staff may procure household purchases up to \$2,500 per household, per Annual Contract Period. Total purchases for the household may not exceed \$2,500 per Annual Contract Period unless authorized by the RHAS or RSS CPM/Designee. Contractor is responsible for knowledge of previous purchases for the household. Relative Caregiver/NREFM relocation to a new home location does not reset the \$2,500 household procurement limit. The same procurement/purchase restrictions apply to informal relative caregivers for each 12-month period following a Relative Caregiver's first contact with Contractor staff or County Agency for Relative Support Services.

All appropriate parts of the RCEF Household Purchase Record must be completed and authorized by the CPD or their Designee prior to purchases. If the purchase of household items/services will exceed the \$2,500 limit, the CPD shall contact the CPM or their Designee for discussion/authorization. The RCEF Procurement List for CBOs provides Contractors a non-exhaustive list of items that have been procured in the past to assist Relative Caregivers. It is understood that local vendor prices for similar items will vary within reason. If there is doubt to the appropriateness of the vendor pricing of any item, please consult the CPM or their Designee. Use additional RCEF Household Purchase Records as needed.

EXPENDITURE PROJECTIONS NOT TO EXCEED CONTRACTOR RCEF ALLOCATION

HAS or RSS CPDs must review their RCEF expenditures monthly to determine that purchases will not exceed the RCEF Budgeted Allocation for their respective contract. If the CPD determines that projected RCEF purchases will exceed Allocation, they must discuss this matter with the CPM.

INVOICE/PAYMENT REQUEST:

Contractor payment for purchases from the RCEF allocation shall be invoiced within 30 calendar days following the month when the items/services were put in use at the Relative Caregiver household using the RCEF Invoice/Payment Request. Contractor must complete all applicable information areas of the RCEF Invoice/ Request, attach a copy of the corresponding RCEF Household Purchase Record and attach all original receipts or original receipt –unique item copy for the purchased items. For multiple purchases for the same item purchased in quantity, Contractor shall create an original receipt-unique item copy by assigning a unique inventory number for each purchased item. [For instance if 20 Smoke Detectors are purchased at a time, assign a unique inventory number to each smoke detector 1-20, write each of the twenty numbers on the original receipt. When submitting a receipt for a smoke detector, circle the unique inventory number for the item from inventory, initial and date the original receipt-unique item copy.]

Provide the declining balance of the RCEF Budget Allocation. For RCEF Balance, Subtract Today's RCEF Expenditures from the Previous RCEF Expenditure Balance.

The RCEF Invoice/Payment Request must be submitted with original CPD/Designee signature to the CPM/Designee for approval and processing. Use additional RCEF Invoice/Payment Requests as needed.

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B LINE ITEM BUDGET AND BUDGET NARRATIVE
- C COUNTY'S ADMINISTRATION
- D CONTRACTOR'S ADMINISTRATION
- E FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION:
 - E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - E3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F SAFELY SURRENDERED BABY LAW
- G AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
- H USER COMPLAINT REPORT (UCR)

UNIQUE EXHIBITS

- I CHARITABLE CONTRIBUTIONS CERTIFICATION
- J INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- K CONFIDENTIALITY OF CORI INFORMATION
- L INTERNAL REVENUE SERVICE NOTICE 1015
- M FEDERAL AWARD INFORMATION

STATEMENT OF WORK AND ATTACHMENTS

(Placeholder)

LINE ITEM BUDGET AND BUDGET NARRATIVE

(Placeholder)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

E3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME:

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



(Note:

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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

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



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

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

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

Revision: June 2021

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

1.1 Accrual Basis

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

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

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1.2 Cash Basis

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

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

1.3 Prepaid Expenditures

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

2.0 Accounting System

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

2.1 General Journal

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

Example:

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

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts must be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines to properly classify employees and independent contractors.

2.7 Invoices/Billings

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

3.0 Records

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

3.1 Retention

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

3.2 Encryption

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

3.3 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

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

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

Payroll

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- Time distribution records by program, accounting for total work time on a daily basis for all employees.
- Records showing actual expenditures for Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

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Personnel Files

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

Contracted/Consultant Services

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

Travel

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

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

Vehicle Expenditures

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

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

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

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

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

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

Outside Meals

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

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

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that loan proceeds were actually used for COUNTY programs.

To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

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

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

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

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

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

3.5 Filing

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

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

3.6 Referencing

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

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

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

4.0 Donations and Other Sources of Revenue

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue.

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

5.0 Audits

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

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

6.0 Single Audit Requirements

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

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

7.0 Subcontracts

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

CONTRACTOR must provide COUNTY with copies of all executed subcontracts and must be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

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

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

B. INTERNAL CONTROLS

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues must be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable in the accounting records through the use of cost centers or separate accounts.

1.2 Manual Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt or as soon as reasonably possible.

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Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Deposit slips shall be retained in an organized manner, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

2.0 Disbursements

2.1 General

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

Blank check stock must be secured and accounted for to preclude unauthorized use.

Checks shall NOT be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" or withdrawals of cash shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher-level employee or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

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

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

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks must examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

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

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

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. In the event that external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction.

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

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

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

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

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

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

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

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

2.4 Credit Cards

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

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

All credit card disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements alone are not sufficient support for credit card purchases.***

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate the total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs. ***Time estimates alone do not qualify as support for payroll expenditures and will be disallowed upon audit.***

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information, such as, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)

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

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.3 Incentive Compensation

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

3.4 Limitations on Positions and Salaries

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

If an employee serves in the same or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

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

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

3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment. All other assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.1 Acquisition

As specified in the contract, CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY contract.

4.2 Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, fax machines, and other portable assets).

4.3 Asset Identification and Inventory

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

Each CONTRACTOR must maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

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

4.4 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of:
 - Land
 - Buildings and equipment donated by governmental agencies
 - Buildings and equipment contributed by the CONTRACTOR to satisfy funding matching requirements
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, “How to Depreciate Property,” contains guidelines for establishing an asset’s useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.5 Rental Costs of Buildings and Equipment

Rental costs are allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a “less-than-arms-length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

4.6 Security

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

4.7 Property Management

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

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

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

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

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

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

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR’S funds (e.g., prepare checks) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

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

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of expenditures.

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

1.2 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

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

1.4 Unspent Program Funds

CONTRACTOR must return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocable Expenditures

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

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

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

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

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

Shared costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

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

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

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

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

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

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate ($\$240,000/\$1,000,000$)	24%
Program direct salaries	\$100,000
Program indirect costs ($24\% \times \$100,000$)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenditures are treated as direct costs. Shared costs, such as depreciation, facility and equipment rentals, facilities maintenance, telephone, and other similar expenditures, are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenditures, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

Negotiated Indirect Cost Rates

CONTRACTORS have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency with the largest dollar value of Federal awards funded to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR must submit a copy of the approval letter to COUNTY upon request.

De Minimis Rate

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

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

2.4 Indirect Cost Limitations

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

2.5 Cost Allocation Plan

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

1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
 - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
2. Identify the CONTRACTOR'S direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

D. UNALLOWABLE COSTS

The Uniform Guidance addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., including, but not limited to, NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- Permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- Misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by the Nonprofit within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the

organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a Compensation and Employee Benefits Committee composed entirely of independent directors to establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the COUNTY receives a copy of the annual audit report and all other audits, reviews, and other third-party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance must include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of COUNTY personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by COUNTY personnel.
- Favoritism/nepotism in the awarding of COUNTY contracts, or selection of vendors.
- Theft or misuse of any funds, resources, or equipment.

A-C Contract Accounting and Administration Handbook

Reportable conditions must be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by Internet to:

Online: www.fraud.lacounty.gov

Email: fraud@auditor.lacounty.gov

Toll Free: (800) 544-6861

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

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

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

Balance Per Book		\$ 36,950.00
Less:	Bank Charges	\$ 40.00
	Post Error	\$ 10.00
		<u>\$ (50.00) [1]</u>
Adjusted Book Balance		<u><u>\$ 36,900.00</u></u>

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

Petty Cash Log January 202X

Program/Location: _____

Approved Petty Cash Fund Amount: _____

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

Petty Cash Custodian Signature

Date

Petty Cash Log Reviewer Signature

Date

**USER COMPLAINT REPORT
RELATIVE SUPPORT SERVICES**

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

E-mail Address:

Date of Report:

DCFS User Name:

DCFS

Office Address:

Phone No.

E-mail Address:

Date(s) of Incident(s):

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

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

To report an urgent/serious problem, call County Program Manager at: (310) 233-1534

Send UCR to RSS County Program Manager, 1 Civic Plaza Drive, 4th Floor, Carson, CA 90745 and a copy to Contracts Compliance Section, 510 S. Vermont Avenue, 14th Floor, Los Angeles, CA 90020.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

safeguards and common controls in place or those planned for meeting the County's information security requirements.

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program must:

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

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

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

The Contractor's Privacy Program must include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any

County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures

consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

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

13. ACCESS CONTROL

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

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

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

from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Allen Ohanian
DCFS Chief Information Security Officer
12440 Imperial Highway
Norwalk, CA 90650
(323) 627-9855
aohanian@dcfs.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of

the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

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

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

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

17. CYBER LIABILITY INSURANCE

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

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$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, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees,

and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

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

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2023)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2023 are less than \$63,398 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 5, 2024.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 tax return to get the \$800 refund.

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: _____ 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 _____

Not applicable to this contract: _____

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

(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 Unique Entity Identifier (UEI): (formerly 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

Agency's representative (Print Name)

Signature

Title

Date

Please complete and return to Contract Analyst at: _____

200.332 Requirements for pass-through entities.

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. **Unique Entity Identifier: (formerly DUNS Number):** Sub recipient's unique entity identifier.
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

APPENDIX B - REQUIRED FORMS

RFP Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Intentionally Omitted
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Contracts
- 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) Declaration
- 12) Business Proposal (Narrative Form)
- 13) Line Item Budget
- 14) Budget Narrative
- 15) Service Planning Area Preference Form

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

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

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

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

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <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) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. <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. OR <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/Grow Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <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	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <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	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:

REQUIRED FORMS – EXHIBIT 3
INTENTIONALLY OMITTED

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.

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

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

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

Instructions for Completing Form 5 - CBE Form

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

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

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

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

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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

**REQUIRED FORMS – EXHIBIT 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	

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0 (Minimum Mandatory Requirements), of this Request for Proposals.

List each minimum mandatory requirement (add additional rows if needed)

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<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).	<input type="checkbox"/>	<input type="checkbox"/>
3	At least three (3) of the Proposer’s references provided in Appendix B (Required Forms), Exhibit 8 (List of References) must be responsive and validate that the Proposer meets the Minimum Mandatory Requirements identified in Section 4.0 (Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposer must demonstrate a minimum of two (2) years within the last three (3) years administering Federal, State, County or City contracts.	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer must have three years of experience in the last five years providing services to families in a community setting. This includes but is not limited to the prevention and aftercare of child abuse and neglect, and facilitating family visitation.	<input type="checkbox"/>	<input type="checkbox"/>
6	Proposer must have three years of experience in the last five years providing services related to child welfare assessments for adults or children.	<input type="checkbox"/>	<input type="checkbox"/>
7	Proposer must have three years of experience in the last five years directly providing or provided through subcontractors, social services training, which may include but not limited to childcare, parenting, child welfare, education, or child/youth development.	<input type="checkbox"/>	<input type="checkbox"/>

8	Proposer must have provided services for three of the last five years in the Service Planning Area (SPA) where proposer would like to provide services.	<input type="checkbox"/>	<input type="checkbox"/>
9	Proposer must be registered to do business with the office of the California Secretary of State. A certified original copy of the Statement of Information shall be included in the submission of the proposal.	<input type="checkbox"/>	<input type="checkbox"/>
10	Proposer must be a non-profit social service organization or public entity and be tax exempt under 501(c)(3) of the Internal Revenue Code for a period of at least two (2) years prior to the proposal due date for this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
11	Proposer and its principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contract by any Federal, State or County agency. Proposer must be found clear from County, State and Federal contractor's debarred listings, unless an exception has been authorized by State and Federal regulations.	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS - EXHIBIT 7
LIST OF CONTRACTS

Proposer's Name: _____

Provide a list of all public entities for which the Proposer has provided service within the last three (3) years. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

(All contracts with other governmental agencies including the County of Los Angeles must be listed)

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

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

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

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

(All contracts with other governmental agencies including the County of Los Angeles must be listed)

SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
FIRM NAME: _____
ADDRESS: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____

SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
FIRM NAME: _____
ADDRESS: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____

SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
FIRM NAME: _____
ADDRESS: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____

SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
FIRM NAME: _____
ADDRESS: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____

REQUIRED FORMS - EXHIBIT 8
LIST OF REFERENCES

Proposer's Name: _____

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

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

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

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

SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
AGENCY/DEPT: _____	AGENCY/DEPT: _____
ADDRESS: _____	ADDRESS: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	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 \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):
 - b) Subsidiaries:
 - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

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

*Please attach an additional page, if necessary.

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

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*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)

(This exhibit should be used for all federally funded solicitations)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

REQUIRED FORMS – EXHIBIT 11

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-11 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022
Narrative Form

Provide a narrative that demonstrates the organization's background and experience specific to item 8.5.1.1.

- 8.5.1.1 Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022
Narrative Form

8.5.1.1 Continued

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022
Narrative Form

Provide a narrative that demonstrates the organization's background and experience specific to item 8.5.1.1.1

- 8.5.1.1.1 Demonstrate Proposer's experience in providing Relative/Kinship Support services to the eight target populations (a through h) described in Section 8.5.1.1.1 of the RFP.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022
Narrative Form

8.5.1.1.1 Continued

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.

- 8.5.2 Describe the methodology the Proposer will use to meet contract work requirements and how the services will be performed to meet the requirements outlined in Exhibit A (SOW and Attachments).**

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.1

- 8.5.2.1 Describe how your organization will ensure Kin caregivers referred for Relative/ Kinship Support Services via the RSS contract begin receiving services within two days of receipt of the RSS referral.**

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.1 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.2

- 8.5.2.2. Describe how your agency will develop and initiate an outreach program for Kin caregivers and youth in Kinship care, including but not limited to publications within the first three months of the contract.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022
Narrative Form

8.5.2.2. Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.3.

- 8.5.2.3. Describe how your organization will provide Kinship Support Services to Kin caregivers and youth in Kinship care, and identify which services will likely require transportation support.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.3 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.4

- 8.5.2.4 Describe how your organization will assist Kin caregivers in locating and securing benefits (including but not limited to legal aid, respite care and childcare) from other government agencies, when appropriate.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.4 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.5.

- 8.5.2.5 Describe how your organization will provide linkages to mental health supports and services for Kin caregivers and youth in Kinship care, when appropriate.**

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.5 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.6.

- 8.5.2.6 Describe how your organization will develop a SPA-based network of supportive services for Kin caregivers and youth in Kinship care, and a navigation protocol for accessing services within the network within the first three months of the contract.**

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.6 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.7.

- 8.5.2.7 Describe how your organization will provide Kin caregivers with navigation & advocacy in the various multidisciplinary processes needed to ensure quality care & timely permanency, including but not limited to, disciplinary meetings with school staff, Individualized Education Plan meeting support, college planning/transition meetings, specialized services/case planning meetings, and Child and Family Team meetings.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.7 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.8.

- 8.5.2.8 Describe how your organization will deliver a minimum of two (2) annual Kinship caregiver appreciation events in the SPA(s) it's awarded.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.8 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.9.

- 8.5.2.9 Describe how your organization will provide youth in Kinship care with supportive services including, but not limited to, mentorship programs, internships, paid work experience, volunteerism, employment development, tutoring/educational supports, and recreational/extra-curricular activities.**

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.9 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.10.

8.5.2.10 Describe how your organization intends to use the visitation space required in the contract and how it meets all ADA requirements.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.10 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.11.

- 8.5.2.11 Describe how your organization will utilize the subcontracting option to develop a network of support services and resources in the SPA(s) it's awarded.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.2.11 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's quality control plan, specific to item 8.5.3.

- 8.5.3 Describe how your agency will establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the requirements of this Contract are provided as specified, including the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) in the Statement of Work.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.3 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's quality control plan, specific to item 8.5.3.1.

- 8.5.3.1 Describe the activities to be monitored, monitoring methods, forms used in monitoring and documenting results, monitoring frequency, and titles/levels and qualifications of personnel performing monitoring functions.**

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.3.1 Continued

REQUIRED FORM - EXHIBIT 12

Relative Support Services Request for Proposals #24-0022 Narrative Form

Provide a narrative that demonstrates the organization's quality control plan specific to item 8.5.3.2.

8.5.3.2 Describe your organization's protocol to ensure uninterrupted services to RSS clients in the event of work stoppage or emergent staffing shortage due to the following: a. Illness; b. Vacation and absences; and c. Pandemic.

REQUIRED FORM - EXHIBIT 12
Relative Support Services Request for Proposals #24-0022 Narrative Form

8.5.3.2 Continued

Line Item Budget

(Placeholder)

Budget Narrative

(Placeholder)

REQUIRED FORMS - EXHIBIT 15
SERVICE PLANNING AREA PREFERENCE FORM

Proposer's Name: _____

Section A: Proposer's Authorized Person and Signatory (Identify the person authorized to sign and bind the contract on behalf of the agency)	
Name:	Title:
Email:	Phone Number:
Mailing address:	City, State, Zip Code:
Signature:	Date:

Instructions:

Check off at least one (1) Service Planning Area (SPA) where your agency has submitted a proposal, Section B below, and indicate the order of preference. The information below will be utilized to select a contract for those agencies that submit multiple proposals. The County retains the right to negotiate service planning areas based on Proposer's capacity and need.

Section B: Proposer must check off at least one (1) Service Planning Area where it is able to provide Relative Support Services and indicate the order of preference.	
<input type="checkbox"/> SPA 1 – Preference #:	<input type="checkbox"/> SPA 5 – Preference #:
<input type="checkbox"/> SPA 2 – Preference #:	<input type="checkbox"/> SPA 6 – Preference #:
<input type="checkbox"/> SPA 3 – Preference #:	<input type="checkbox"/> SPA 7 – Preference #:
<input type="checkbox"/> SPA 4 – Preference #:	<input type="checkbox"/> SPA 8 – Preference #:

APPENDIX

C, D

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**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

For County use only	
Date SRR Request Received by County: _ _____	Date Solicitation Released: _____
Reviewed by: _____	

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

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.