

REQUEST FOR PROPOSALS (RFP)

FOR

**FAITH BASED RESOURCE PARENT (FOSTER AND ADOPTIVE)
RECRUITMENT SERVICES**

(CMS# CA 11-004)



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

NOVEMBER 2011

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

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PREAMBLE

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

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. 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.

PART A - OVERVIEW

1.0 DCFS MISSION STATEMENT

The County's Department of Children and Family Services is the designated agency with the duty to establish, manage and provide a system of services which ensures the following:

- Children are safe from abuse, neglect and exploitation;
- Families who provide safe environments for children are strengthened;
- Children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development;
- Children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and
- Children who reach adulthood under DCFS' care are provided the opportunity to succeed.

2.0 INTRODUCTION

2.1 The COUNTY of Los Angeles Department of Children and Family Services (DCFS) received a five-year Federal grant from the Department of Health and Human Services for Diligent Recruitment of Families for Children in the Foster Care System. The grant "Collaborative Strategies for Diligent Recruitment" creates a multi-pronged effort to increase the number of children that will achieve permanency in Los Angeles COUNTY. The efforts identified are to engage African-American and Latino faith-based organizations to help recruit and support Resource Families in order to find permanent families for older African-American and Latino Foster Youth, who may or may not be Lesbian, Gay, Transgender, Bisexual, Questioning (LGBTQ) and/or Probation Foster Youth.

2.2 During the term of the contract, the Scope of Work may change as a result of:

1. Statistical feedback from grant evaluator
2. Success of Program elements
3. Input from grantor

2.3 Any changes to the Scope of Work will be memorialized with Contract Amendments executed by the Director of the Department of Children and Family Services and the Chief Probation Officer in accordance with the Contract, Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments.

3.0 REQUIRED SERVICES

- 3.1 The County of Los Angeles (COUNTY) Department of Children and Family Services (DCFS), and the Probation Department issue this Request for Proposals (RFP) to solicit organizations that can provide Resource Parent recruitment services for the target population described below:
- DCFS and/or Probation Foster Youth ages 9-17 who are African-American and may be Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ); and/or
 - DCFS and/or Probation Foster Youth ages 9-17 who are Latino and may be LGBTQ.
- 3.2 The goal is to increase Resource Parent recruitment to find permanent families for African-American, and Latino youth (DCFS and/or Probation Foster Youth ages 9-17) who may be LGBTQ.
- 3.3 Establish two Inter-faith Recruitment Councils, one in North Los Angeles County and one in South Los Angeles County. Each Inter-faith Recruitment Council must meet no less than once per month.
- 3.4 DCFS may recommend one or two contracts to cover the service needs of the demographic groups identified above. The contract(s) will be awarded to the lowest priced responsive and responsible proposer(s) as a result of this solicitation.

4.0 RFP COMPOSITION

- 4.1 This RFP is composed of the following parts:

PART A – OVERVIEW OF RFP: Contains an overview of the RFP.

PART B – RFP GENERAL INFORMATION: Contains important provisions and requirements of this RFP.

PART C – INSTRUCTIONS TO PROPOSER: Contains instructions about preparing and submitting a Proposal in response to this RFP.

PART D – REQUIRED FORMS/SUBMISSION PACKET: Contains the forms which must be completed and included in the Proposal in addition to other required documents.

PART E – SELECTION PROCESS AND EVALUATION CRITERIA: Contains information as to how Proposals will be reviewed and selected. This section also includes the COUNTY's Protest Policies for Solicitation, Disqualification and Contractor Selection Reviews.

PART F – PROTEST POLICY TRANSMITTAL FORMS: Contains transmittal forms to request a Solicitation Requirements Review, Disqualification Review, Proposed Contractor Selection Review, and County Review Panel.

PART G – SAMPLE CONTRACT: Contains the terms and conditions substantially similar to any Contract resulting from this RFP.

PART H – STATEMENT OF WORK: Explains in detail the Statement of Work to be performed by the Contractor.

PART I – ATTACHMENTS TO THE SAMPLE CONTRACT – Contains attachments to any Contract resulting from this RFP.

PART J – APPENDICES: Contains additional RFP information.

5.0 PROCUREMENT TIMETABLE

5.1 The following timetable represents the COUNTY's best estimate of the schedule that shall be followed in this procurement process. COUNTY reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be provided to any proposer who requests a copy of the RFP.

- Release RFP: November 21, 2011
- Submission Deadline for Request for Solicitation Requirements Review: December 5, 2011
- RFP Conference: December 5, 2011
- Questions and Answers Released: December 14, 2011
- Deadline for Proposal Submission: January 5, 2012
- Anticipated Contract Start Date: As soon as July 2012 or on or about November 1, 2012

6.0 RFP CONFERENCE – QUESTIONS AND ANSWERS

6.1 In order to assist and provide clarification on any issues related to the RFP a conference has been scheduled for **December 5, 2011 at 1:00 p.m. in the 5TH floor Conference Room.**

Attendance at the conference is optional for proposer, but is *STRONGLY recommended*.

DCFS Headquarters
425 Shatto Place, 5th floor Conference Room
Los Angeles, California 90020

6.2 Proposer may submit written questions regarding this RFP by mail, fax, or e-mail to the Contract Analyst identified below. All written questions must be received by **Monday, December 5, 2011 by 5:00 PM.** No questions will be accepted after this date.

- 6.3 Following the conference, written answers to all questions will be sent (by e-mail, fax, or mail) to each person or organization which COUNTY records indicate received a copy of the RFP. Telephone inquiries will not be accepted.
- 6.4 All questions, without identifying the submitting firm, will be compiled with the corresponding answers and issued as an addendum to the RFP. The addendum will be e-mailed, faxed or mailed to each person or organization which COUNTY records indicate received a copy of the RFP, in addition to being posted on the County of Los Angeles' website. To ensure receipt of any addendums, proposer should include correct mailing address, fax number, or e-mail address, whichever is appropriate.
- 6.5 Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposer or, due to unclear instructions, may result in the COUNTY not receiving the best possible responses from proposer.
- 6.6 When submitting questions please specify the RFP part and section number, paragraph number, page number, and quote the passage that prompted the question. This will ensure that the questions can be quickly found in the RFP. COUNTY reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Mark Martinez, Contract Analyst or Maria Reza, Contract Analyst
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

7.0 MINIMUM REQUIREMENTS

Any interested and qualified proposer that can demonstrate his/her ability to successfully provide the required services outlined in Part H, Statement of Work, of this RFP is invited to submit a proposal, provided that the proposer meets the following requirements:

- 7.1.1 Proposer shall have three years experience, within the past five years recruiting and collaborating with government, community and/or faith-based organizations.
- 7.1.2 Proposer shall be able to provide bi-lingual Spanish/English Resource Parent Recruitment Services.

8.0 DEFINITIONS

Throughout this RFP, references are made to certain persons, groups, or departments/agencies. Definitions of general terms can be found in PART G, Sample

Contract, Unique Terms and Conditions, Section 1.0. Definitions of specific terms have been established in PART H, Statement of Work (SOW).

9.0 CONTRACT PERIOD AND RECOMMENDATION OF AWARD

The term of each proposed Contract will be from date of execution through September 30, 2013, with two, one-year options to renew the Contract at the sole option of the COUNTY. The Contract is scheduled to commence on as soon as July 1, 2012, or on or about November 1, 2012, or upon approval by the County's Board of Supervisors, whichever is later. Refer to Part G, Sample Contract (Unique Terms and Conditions, Section 2.0, Term). However, the COUNTY shall solely determine whether or not to enter into any contract as a result of this RFP and the start date may vary from that stated.

10.0 PRICING METHODOLOGY AND BUDGET

This is a firm-fixed price Contract. The COUNTY will pay contractor in accordance with Part G, Section 3.0, Contract Sum, and Section 5.0, Invoices and Payments and Exhibit A-2, Line Item Budget.

11.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G, Sample Contract, of this RFP. The final terms and conditions of the Contract will be substantially similar to those that are contained in the Sample Contract. Proposer is encouraged to have the Sample Contract reviewed by their own legal counsel.

11.1 The documents identified below, which are included in Part D, Proposal Submission Packet, and Part I, Attachments to the Sample Contract, will become attachments to the Contract.

Attachment A	Contractor's Administration
Attachment B	Small Business Enterprise (SBE)/Community Business Enterprise Form (CBE)
Attachment C	Contractor Acknowledgement and Confidentiality Agreement
Attachment C-1	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment F	County Of Los Angeles Contractor Employee Jury Service Program, Application for Exception and Certification
Attachment H	Equal Employment Opportunity (EEO) Certification
Attachment L	Defaulted Property Tax Reduction Program

11.2 Submission of a proposal shall constitute acknowledgment and acceptance of all of the terms and conditions of this RFP and the attached Sample Contract.

PART B – RFP GENERAL INFORMATION

1.0 PROTEST PROCESS

- 1.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.3. Additionally, any actual proposer may request a review of a disqualification or review of a proposed contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.
- 1.2 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.
- 1.3 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 are limited to the following:

- Review of Solicitation Requirements (Refer to PART B, Section 2.0)
- Review of a Disqualified Proposal (Refer to PART B, Section 3.0)
- Review of Department's Proposed Contractor Selection: Departmental Debriefing Process, Proposed Contractor Selection Review, County Review Panel Process (Refer to PART B, Section 4.0 and Section 5.0)

2.0 SOLICITATIONS REQUIREMENTS REVIEW

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

- 2.1 The department receives the request for a Solicitation Requirements Review by Monday, December 5, 2011.
- 2.2 The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal.

- 2.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 2.4 The request for a Solicitation Requirements Review asserts either that:
 - 2.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the proposer; or,
 - 2.4.2 Due to unclear instructions, the process may result in the COUNTY not receiving the best possible responses from the proposers.
- 2.5 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the proposer, in writing, within a reasonable time prior to the proposal due date.

All requests for review should be submitted to:

Attention: Armand Montiel, Assistant Division Chief
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

3.0 DISQUALIFICATION REVIEW

- 3.1 At any time during the review process, a proposal may be disqualified from consideration because the COUNTY has determined it is a non-responsive proposal. If the COUNTY determines that a proposal is disqualified due to non-responsiveness, the COUNTY shall notify the proposer in writing.
- 3.2 Upon receipt of the written determination of non-responsiveness, the proposer may submit PART F, "Transmittal Form to Request a Disqualification Review" by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
- 3.3 A Disqualification Review shall only be granted under the following circumstances:
 - 1. The firm/person requesting a Disqualification Review is a proposer;
 - 2. The request for a Disqualification Review is submitted timely; and
 - 3. The request for a Disqualification Review asserts that the department's determination of disqualification due to proposal's 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.

4. Proposer has attached a detailed letter and all necessary documentation in response to each issue that was stated in the written notice of non-responsiveness.
- 3.4 The Disqualification Review shall be completed and the determination shall be provided to the proposer, in writing, prior to the conclusion of the Disqualification Review process.

4.0 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

4.1 Departmental Debriefing Process

- 4.1.1 Upon completion of the evaluation, and prior to entering negotiations with the selected proposer, the Department shall notify the remaining proposers in writing that the department is entering negotiations with another proposer. Upon receipt of the letter, the proposer may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.
- 4.1.2 The purpose of the Debriefing is to compare the proposer's response to the solicitation document with the evaluation document. The proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other proposers shall not be discussed.
- 4.1.3 During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 4.2 below) if the requesting proposer is not satisfied with the results of the Debriefing.

4.2 Proposed Contractor Selection Review

- 4.2.1 Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review in the manner and timeframe as shall be specified by the Department.
- 4.2.2 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:
 - 4.2.2.1 The person or entity requesting a Proposed Contractor Selection Review is a proposer;
 - 4.2.2.2 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

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

- 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.

4.2.2.4 The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposed Contractor receiving an incorrect score and not being selected as the recommended contractor.

4.2.2.5 A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

4.2.2.6 Another basis for review as provided by state or federal law; and

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

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

5.0 COUNTY REVIEW PANEL PROCESS

5.1 Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the

Department's written decision regarding the Proposed Contractor Selection Review.

- 5.2 A request for review by a County Review Panel may, in the COUNTY's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - 5.2.1 The person or entity requesting review by a County Review Panel is a proposer;
 - 5.2.2 The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
 - 5.2.3 The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that: (a) arise from the Department's written decision; and (b) are of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 5.2 above.
- 5.3 Upon completion of the review by the County Review Panel, the Panel will forward its report to the Department, which will provide a copy to the proposer.

6.0 CONTACT WITH COUNTY PERSONNEL

- 6.1 Unless otherwise instructed in this RFP, any contact regarding or related to this RFP must be in writing and directed to the following:

Attention: Mark Martinez, Contract Analyst or Maria Reza, Contract Analyst
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

- 6.2 All proposers are specifically directed not to contact any other COUNTY personnel regarding this matter. If it is discovered that a 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.

7.0 GRATUITIES

- 7.1 Attempt to Secure Favorable Treatment

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

form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

7.2 Proposer Notification to County

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

7.3 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.

8.0 COUNTY RIGHTS AND RESPONSIBILITIES

8.1 The COUNTY has the right to amend the RFP by written addendum. The COUNTY will post all RFP addenda on the "Doing Business with Us" link on the "LA County Online" (the County's Homepage) website and mail a copy to each person or organization which COUNTY records indicate has received this RFP. It is the proposer's responsibility to read addenda and incorporate any changes that might be necessary as a result.

8.2 Any contract resulting from this RFP is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the same or similar services of other firms.

8.3 The COUNTY has the right to award one or more contracts to one or more qualified, responsive and responsible proposers.

9.0 COUNTY REPRESENTATION DISCLAIMER

COUNTY is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the COUNTY's Board of Supervisors unless such understanding or representation is included in this RFP or in subsequent addenda. COUNTY is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

10.0 COUNTY OPTION TO REJECT PROPOSALS

COUNTY may, at its sole discretion, reject any or all proposals submitted in response to this solicitation. COUNTY also reserves the right to cancel this RFP, at its sole discretion, at any time prior to approval of a contract by the COUNTY's Board of Supervisors.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

12.0 CONTRACTING WITH CURRENT OR FORMER COUNTY EMPLOYEES

12.1 Certain Contracts Prohibited

12.1.1 Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

12.1.1.1 Employees of the county or of public agencies for which the board of supervisors is the governing body;

12.1.1.2 Profit-making firms or businesses in which employees described in subsection 12.1.1.1 serve as officers, principals, partners or major shareholders;

12.1.1.3 Persons who, within the immediately preceding 12 months, came within the provisions of subsection 12.1.1.1; and who:

- Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
- Participated in any way in developing the contract or its service specifications; and

12.1.1.4 Profit-making firms or businesses in which the former employees, described in subsection 12.1.1.3, serve as officers, principals, partners or major shareholders.

12.1.1.5 The prohibition of this section 2.180.010 shall not apply to a contract with an individual who was formerly employed by the County as a physician resident or fellow.

12.1.2 Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

13.0 PROPOSER DEBARMENT

13.1 Chapter 2.202 of the County Code

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 years but may exceed five years or be permanent if warranted by the circumstances, and the COUNTY may terminate any or all of the proposer's existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the COUNTY or any other public entity.

13.2 Notice to Proposer

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

13.3 Contractor Hearing Board

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

13.4 Presentation to the Board of Supervisors

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

13.5 Debarment that Exceeds Five Years

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

13.6 Consideration of Requests for Review of Debarment Determination

The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the proposer has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

13.7 Debarment List

Registry of Debarred Contractors can be obtained by using the websites listed in Part G, Sample Contract, Section 20.10. Websites include COUNTY, State and Federal Debarred Contractors.

14.0 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

14.1 Responses to this solicitation shall become the exclusive property of the COUNTY. Absent extraordinary circumstances, at such time as: a) with respect to the recommended proposer's proposal DCFS completes contract negotiations and obtains a letter from an authorized officer of the recommended proposer that the negotiated contract is a firm offer of the recommended proposer, which shall not be revoked by the recommended proposer pending

the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors; and b) with respect to each proposer requesting a County Review Panel, the County Review Panel convenes as a result of such proposer's request; and c) with respect to all other proposers, DCFS recommends the recommended proposer(s) to the Board of Supervisors and such recommendation appears on the Board agenda, proposal submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined and identified as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

15.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

16.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

- 16.1 The COUNTY has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the COUNTY's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 16.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 17.0 below.
- 16.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 24.0 of Part B.
- 16.4 The COUNTY also has a Policy on Doing Business with Small Business that is stated in Part J, Appendix 1.

17.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 17.1 The COUNTY will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 17.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the Local SBE Preference in a solicitation.
- 17.3 Businesses must complete Attachment B – Request for Local SBE Preference Program Consideration. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

18.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 18.1 In reviewing proposals, the COUNTY will give preference to businesses that are certified by the COUNTY as Transitional Job Opportunities vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501(c)(3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the COUNTY on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 18.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. COUNTY must verify the Transitional Job Opportunities vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 18.3 To request the Transitional Job Opportunities Preference, proposer must complete the *Transitional Job Opportunities Preference Application –Form 1B– Proposal Submission Packet* and submit it along with all supporting documentation with their proposal.

19.0 COUNTY'S QUALITY ASSURANCE PLAN

After contract award, the COUNTY or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the COUNTY determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

20.0 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in Part G, Sample Contract, Standard Terms and Conditions, Section 31.0. The Contractor shall procure, maintain, and provide to the COUNTY proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part G, Sample Contract, Unique Terms and Conditions, Section 4.0

21.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, proposer shall demonstrate a proven record of hiring participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities who is unable to meet this requirement shall not be considered for contract award. Proposer shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Submission Packet, Form 6, along with their proposal.

22.0 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Part G, Sample Contract, Section 30.0.

23.0 FEDERAL EARNED INCOME CREDIT

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

the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Part I, Attachments to the Sample Contract, Attachment E.

24.0 JURY SERVICE PROGRAM

The proposer is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Proposer should carefully read the Jury Service Ordinance, Attachment F of Part D, Submission Packet, and the pertinent jury service provisions of Part G, Sample Contract, Section 14.0, 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. If the proposal fails to comply with the requirements of the Jury Service Program, it will be considered non-responsive and excluded from further consideration.

24.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five 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 the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

24.2 There are two (2) ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

24.3 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 the Certification Form and Application for Exception, Attachment F, Part D, Submission Packet, 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.

25.0 PROPOSER’S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

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

26.0 PROPOSER’S CHARITABLE CONTRIBUTIONS COMPLIANCE

26.1 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. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

26.2 All proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Attachment J, as set forth in Part D, Submission Packet. A completed Attachment J is a required part of any agreement with the COUNTY.

26.3 Attachment J, Proposers certify either that:

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

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

26.4 Proposers that do not complete Attachment J as part of the solicitation process may, in the COUNTY's sole discretion, be disqualified from contract award. A proposer 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)

27.0 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby COUNTY officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in the Proposal Submission Packet Form 12 of Part D, as part of their proposal.

28.0 RECYCLED CONTENT PAPER

Proposer shall be required to comply with the County's policy on recycled content paper as specified in Part G, Sample Contract, Section 48.0.

29.0 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part I, Attachment G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

30.0 SUBCONTRACTING

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

PART D - PROPOSAL SUBMISSION PACKET

PART D - SUBMISSION PACKET

Section A – Proposer’s Qualifications

Insert	Transmittal Letter
Insert	Table of Contents
Form 1	Proposer’s Organization Questionnaire
Insert	Secretary of State Filings - Statement of Information
Insert	Fictitious Business Name Statement (if any)
Insert	Exempt Organization Determination Letter from the Internal Revenue Service
Insert	Determination of Exemption Letter from the State of California Franchise Tax Board
Attachment J	Charitable Contributions Certification
Form 1-B	Transitional Job Opportunities Preference Application
Form 2	List of Current Members of Board of Directors/Other Agencies
Insert	Board of Directors’ Resolution
Insert	Proposer’s Qualifications
Insert	Prior Experience and Service Collaboration within the Community (three (3) letters of support)
Insert	Copies of Degrees or Administrative Certificate(s)
Insert	Proof of Insurability
Insert	Financial Statements
Form 3	Offer to Perform and Acceptance of Terms and Conditions
Form 4	Proposer’s Questionnaire
Form 5	Certification of “No Conflict of Interest”
Form 6	Attestation of Willingness to Consider GAIN/GROW Participants for Employment
Insert	Proposer’s Organizational Chart
Form 7	List of Proposer’s Commitments
Form 8	Proposer’s List of Contracts/References
Form 9	Involvement in Litigation and/or Contract Compliance Difficulties
Form 10	Revenue Disclosure
Form 11	Certification of Ownership and Financial Interest
Form 12	Familiarity of the County Lobbyist Ordinance Certification
Form 13	Acknowledgement of RFP Restrictions
Form 14	Certification of Fiscal Compliance

Section B - Line Item Budget and Narrative

Exhibit A-2	Line Item Budget and Narrative
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Section C - Required Attachments

Attachment A	Contractor's Administration
Attachment B	Small Business Enterprise (SBE)/Community Business Enterprise Form (CBE)
Attachment C	Contractor Acknowledgement and Confidentiality Agreement
Attachment C-1	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment F	County Of Los Angles Contractor Employee Jury Service Program, Application for Exception and Certification
Attachment H	Equal Employment Opportunity (EEO) Certification
Attachment L	Defaulted Property Tax Reduction Program

Section D Last Page of Proposal

Form 15	Last Page of Proposal
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Section A

Proposer's Qualifications

TRANSMITTAL LETTER

**Please insert your transmittal letter here
Refer to Part C, Section 2.4.1.1**

TABLE OF CONTENTS

**Please insert your table of content here
Refer to Part C, Section 2.4.1.2**

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your organization is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your organization is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your organization is doing business under one or more DBA's, please list all DBA's and the County(ies) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your organization wholly or majority owned by, or a subsidiary of, another organization? _____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your organization has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your organization is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Overview, Section 7.0, Minimum Qualifications, of this Request for Proposals, as listed below.

Check the appropriate boxes:

- Yes** **No** Three years experience, within the past five years collaborating with government, community and/or faith-based organizations.
- Yes** **No** Demonstrate ability to provide Resource Parent Recruitment Services;
- Yes** **No** Three or more years experience within the past five years recruiting Resource (Foster and Adoptive) Parents for DCFS and/or Probation Foster Youth who are African-American, or Latino, and may be LGBTQ.
- Yes** **No** Provide bi-lingual Spanish/English Resource Parent Recruitment Services.
- Yes** **No** Willingness to consider hiring GAIN/GROW participants
- Yes** **No** Complies with County's Child Support Compliance Program
- Yes** **No** Certifies intent to comply with County's Jury Service Program

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

Proposer's Name:

Address:

E-mail address: _____

Telephone Number: _____

Fax Number: _____

On behalf of _____ (Proposer's Name), I _____ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

STATEMENT OF INFORMATION FORMS

**Insert Statement of Information
Refer to Part C, Section 2.4.1.4**

FICTITIOUS BUSINESS NAME STATEMENT

**Insert Fictitious Business Name Statement here, if applicable
Refer to Part C, Section 2.4.1.5**

**EXEMPT ORGANIZATION DETERMINATION LETTER FROM THE
INTERNAL REVENUE SERVICE**

Refer to Part C, Section 2.4.1.6.1, if applicable

**DETERMINATION OF EXEMPTION LETTER FROM THE
STATE OF CALIFORNIA FRANCHISE TAX BOARD**

Refer to Part C, Section 2.4.1.6.2, if applicable

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO N/A

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 Prospective Contractor engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.
- Not Applicable

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

**LIST NAMES OF CURRENT MEMBERS OF BOARD OF DIRECTORS' AND OTHER AGENCIES
(Non-Public Proposer)**

FIRST NAME	LAST NAME	BUSINESS ADDRESS	BUSINESS PHONE NUMBER	OTHER AGENCIES *

*List of Current Members of Board of Directors' and Other Agencies, requires that Proposer list the members of its board and indicate other organizations that each board member is currently a member of; and include a separate list of the entire board of directors

BOARD OF DIRECTORS' RESOLUTION

**Insert Board of Directors' Resolution that satisfies the RFP requirements
Refer to Part C, Section 2.4.1.8**

PROPOSER'S QUALIFICATIONS

Refer to Part C, Section 2.4.1.9

PRIOR EXPERIENCE AND SERVICE COLLABORATION WITHIN THE COMMUNITY

Insert three (3) letters from the community documenting prior experience and service collaboration within the community including the results of any evaluations. Letters from the County of Los Angeles must be signed by the Deputy Director or above.

Refer to Part C, Section 2.4.1.10

INSERT COPIES OF DEGREES OR ADMINISTRATIVE CERTIFICATE

**Insert a copy of each degree or administrative certificate
that satisfies the RFP requirements.**

Refer to Part C, Section 2.4.1.11

PROOF OF INSURABILITY

Proposer must provide “Proof of Insurability” that meets all insurance requirements set forth in Part G, Sample Contract, Part I, Unique Terms and Conditions, Section 4.1, General Insurance Requirements and Part I, Unique Terms and Conditions, Section 4.2, Insurance Coverage Requirements. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract award may be submitted with the Proposal. In conjunction with the letter of certification, Proposer shall provide, upon COUNTY’s request, copies of Proposer’s current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

Letters of Intent from insurance brokers will not be considered acceptable substitutes.

Refer to Part C, Section 2.4.1.12

AUDITED FINANCIAL STATEMENTS

Insert last three years of the Proposer’s audited financial statements

Refer to Part C, 2.4.1.13

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

_____ (Proposer's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for Los Angeles County under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 365 days following the RFP submission due date stated in the RFP.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the Request for Proposals to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the Request for Proposals to the County.

Date

PROPOSER'S QUESTIONNAIRE

Proposer must answer all questions on the Proposer's Questionnaire to determine whether a proposer meets the qualifications of this RFP. Answers must be either typed or word-processed on 8 ½ "x 11" paper, with a maximum margin of 1", in a minimum of 12 point font with a maximum of 15 total pages for this Form.

- 1) Provide your organization's proposed staffing plan and organization chart for Resource Parent (foster and adoptive) Recruitment Services.
- 2) Describe your organization's plan for recruiting African-American and/or Latino youth between the ages of 9-17 years that may or may not be LGBTQ and may be Probation Foster youth or DCFS Foster youth.
- 3) Describe your organization's recruitment plan to locate faith-based organizations that welcome LGBT families.
- 4) Describe your organization's plan to recruit prospective Resource (foster and adoptive) Families (not limited to the faith-based community, ex. visitors to the congregation).
- 5) Describe your organization's retention and support plan for prospective Resource (foster and adoptive) Families.
- 6) What is your organization's experience in effectively collaborating with faith-based organizations to recruit and retain Resource (foster and adoptive) Parents?
- 7) Describe how your organization will establish and administer the required Inter-Faith Councils.
- 8) Describe your organization's ability, knowledge and experience in working with youth in the Child Welfare and Probation systems and recruiting Resource (foster and adoptive) Parents.
- 9) What activities will you monitor to ensure compliance with all Contract requirements? Identify the method of reporting all results of your monitoring to the County Program Manager. Provide a flow chart to illustrate the monitoring activities and reporting method.
- 10) What is your organization's process for responding to notices from the County regarding Contract non-compliance?

CERTIFICATION OF “NO CONFLICT OF INTEREST”

The Los Angeles County Administrative Code, Section 2.180.010, provides as follows:

CERTAIN CONTRACTS PROHIBITED

A. Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
2. Profit making firms or businesses in which employees described in subdivision 1 of subsection A (above) serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A (above), and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specification; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A (above), serve as officers, principals, partners or major shareholders.

PROPOSER/CONTRACTOR hereby declares and certifies that no employee, nor any other person acting on PROPOSER/CONTRACTOR’s behalf, developed and/or participated in the preparation of this proposal submission who falls within the scope of Code Section 2.180.010 as outlined above.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

ORGANIZATIONAL CHART

Insert Organizational Chart here

Refer to Part C, Section 2.4.1.18

LIST OF PROPOSER'S COMMITMENTS

Name of Proposer

Proposer must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the proposer's ability to perform the contract. If proposer has no commitments, proposer shall so state.

- Yes, there are commitments (please list below).
- No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the proposal to the County

Date

PROPOSER LIST OF CONTRACTS/REFERENCES

List all contracts completed during the last five (5) years showing year, type of services, dollar amount of services provided, location, contracting agency, and name and phone number of the contact person on the contract. If none, write "NONE" in box number 1.

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFP? Yes/No	Location of Service Provided
1.						
Contact Person: Telephone #: Fax #:						

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFP? Yes/No	Location of Service Provided
2.						
Contact Person: Telephone #: Fax #:						

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFP? Yes/No	Location of Service Provided
3.						
Contact Person: Telephone #: Fax #:						

- (Please make additional copies of this form if necessary).
- The listing must include all contracts (active/completed) for the last five (5) years, showing year, type of services, dollar amount of services provided, location and contracting agency.
- It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate.
- For County of Los Angeles references, list the Contract Program Manager/Director and not the Director or Department Head.

INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

	YES	NO
1. Are you currently, or have you been within the past seven (7) years, involved in litigation?	___	___
2. Are you currently, or within the past seven (7) years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are you unable to be bonded?	___	___
4. Have there been unfavorable rulings by a funding source against you for improper or contract compliance deficiencies?	___	___
5. Have you ever had public or foundation funds withheld?	___	___
6. Have you ever refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___

Explanation (Use separate page)

Authorized Signature

Date

Printed Name

REVENUE DISCLOSURE

_____ Contractor's Name

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Proposer must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes _____ No _____

If yes, provide name of organization or person and the following information:

Print Name and Title Address

Telephone Number Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

Date _____

Proposer must declare whether it has Financial Interest in any other business.

Yes _____ No _____

If yes, provide name of business:

Print Legal Name of Business Address

Telephone Number Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

Date _____

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP.
- B. Proposer understands that if it is determined by the County that the proposer did participate as a consultant in this RFP process, the County shall reject this proposal.
- C. Proposer understands that proposal submissions shall be a firm offer and may not be withdrawn for a period of 365 days following the last day to submit proposals.

Name of Firm

Print Name of Signer Title

Signature Date

CERTIFICATION OF FISCAL COMPLIANCE

The undersigned hereby affirms that the Proposer utilizes commonly accepted accounting procedures and maintains internal controls and procedures necessary for the monitoring of any resultant contract award. A copy of the Proposer’s latest (within 18 months) independent financial auditor’s report and financial statements plus all management letters or reports on internal accounting procedures are appended. If no audit has been conducted, a statement to that affect must be included and may be considered in evaluating this proposal.

If there have been any failures or refusals by the undersigned to complete any previous contract(s) or grant(s) or there has been performance at a level below that required by the contract resulting in unexpended contract funds, information disclosing such failures is provided in this proposal.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the Proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the Proposal to the County.

Date

Section B

Budget

SAMPLE LINE ITEM BUDGET

DO NOT USE THIS FORM. Use your organization's budget format and include required detail.

1. DIRECT COSTS

A. Payroll Costs:

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Program Director				
Recruiter 1				
Recruiter 2				
Total Payroll Costs				

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance			
Dental Insurance			
Total Employee Benefits Cost			

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

Description	Number of Employees	Monthly Taxes	Annual Taxes
Federal and State Taxes			
FICA			
State Disability			
Total Payroll Taxes			

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability/Auto/Professional Insurance		
Workers' Compensation Insurance		
Vehicle and Equipment (Material Handling, Office) Leases		
Telephone and Utilities		
Office, Space, Facilities Leases/Rents/Mortgage		
Services (Non-subcontractor) and Supplies (Office/Operational)		
Total Insurance, Equipment and Operation Expenses		

TOTAL DIRECT COSTS	
---------------------------	--

2. INDIRECT COSTS

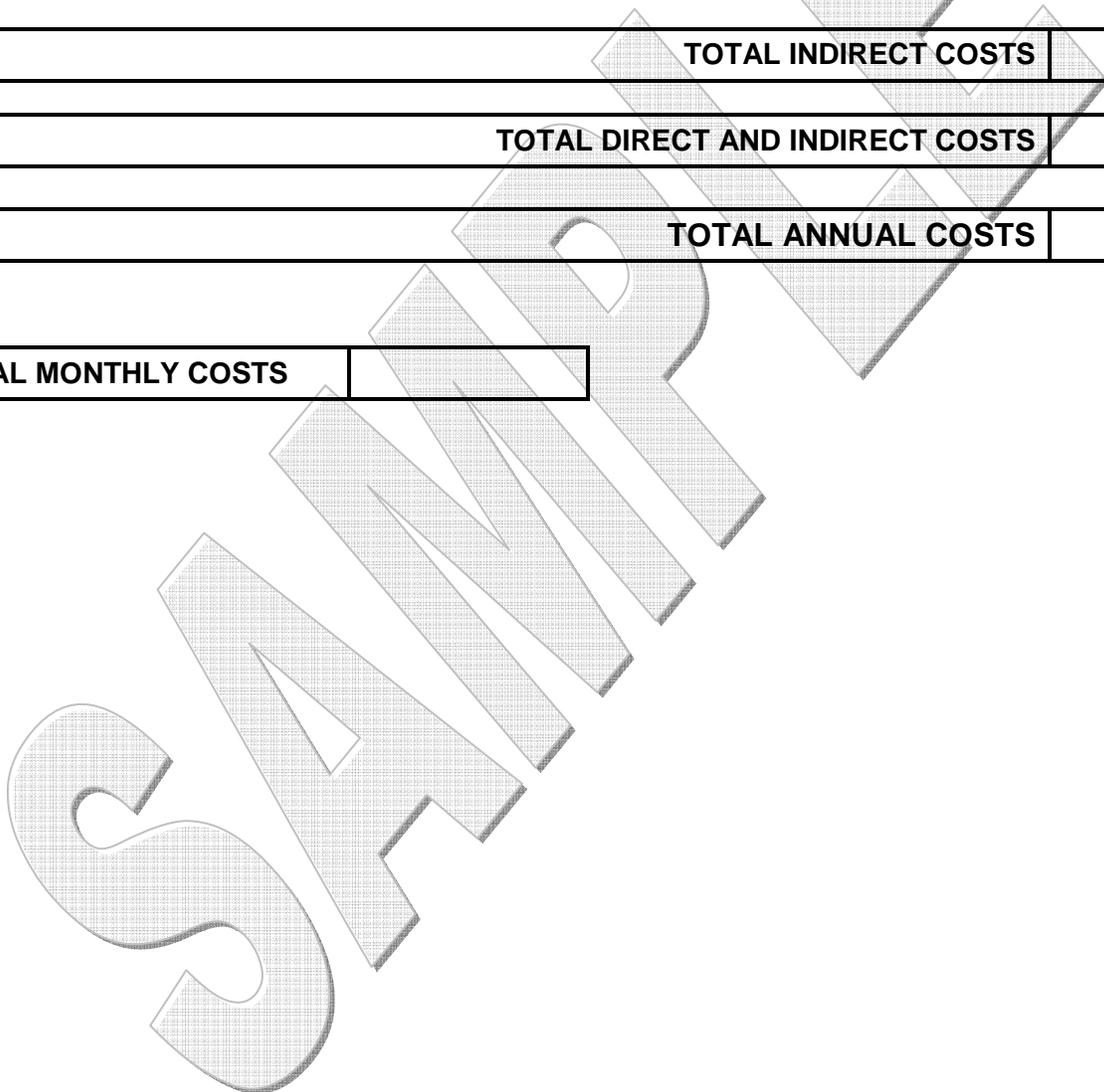
Description	Monthly Cost	Annual Cost
General Accounting/Bookkeeping		
Total Insurance, Equipment and Operation Expenses		

TOTAL INDIRECT COSTS	
-----------------------------	--

TOTAL DIRECT AND INDIRECT COSTS	
--	--

TOTAL ANNUAL COSTS	
---------------------------	--

TOTAL MONTHLY COSTS	
----------------------------	--



Section C

Required Attachments

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE REALATED TO THIS CONTRACT.

ORGANIZATION NAME: _____
CONTACT PERSON: _____

PROGRAM MANAGER:

Name: _____
Title: _____
Business Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Business Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Business Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
COUNTY VENDOR NUMBER: _____

As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is my Local SBE Certification letter issued by the County

II. 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.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise Other (Please Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
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**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:** _____

As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.

The NAICS Code shown corresponds to the services in this solicitation.

Attached is my CCR certification page.

II. 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.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
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CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR 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 the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

ATTACHMENT C

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

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT FORM**

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I

ATTACHMENT C-1 CONT.

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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT F

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM -
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Prospective Contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Prospective Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 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 time tables. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

Name of Firm

Print Name and Title

Authorized Signature

Date

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

Date: _____

Section D

Last Page of Proposal

LAST PAGE OF PROPOSAL

Respectfully submitted,

By (Signature) _____

Print Name _____

Date _____

Address _____

City _____

State _____ Zip Code _____

Telephone _____

Federal Tax Identification Number _____

PART C - INSTRUCTIONS TO PROPOSERS

1.0 LANGUAGE

Everything constituting the proposal documents submitted in connection with this proposal shall be written in English.

2.0 PREPARATION AND FORMAT OF PROPOSAL

2.1 The proposal must be bound and submitted in the prescribed format below:

- One original proposal, five copies with typewritten or word-processed text on 8-1/2" X 11" white bond paper, and one flash drive. Please label the flash drive with the proposers name, the RFP number and the date.
- The proposal and copies must be securely bound in a three-ring binder or other protective covering. Proposal and copies that are paper clipped, stapled, or rubber banded may be rejected at the COUNTY's sole discretion.
- Proposer must submit a separate proposal for each of the two demographic groups identified in Part A, Section 2.0.
- The proposal and copies' cover binders must state the title of the RFP, CMS# CA 11-004, identify demographic group and the proposers name.
- Each proposal shall include a Cost and Pricing Schedule identifying all costs and profit.
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section must be specifically labeled with tab inserts and in the order indicated in subsection 2.4 below.

2.2 A Sample Contract is provided as Part G for your information and review. Proposers shall **NOT** complete or submit the Sample Contract with their proposal.

2.3 COUNTY is not responsible for any costs or other liabilities associated with the preparation, delivery or submission of any proposal in response to this RFP.

2.4 Proposer must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Proposer shall include all required forms, documents and attachments with its sealed proposal, the contents and sequence of which must be as follows:

2.4.1 Section A – Proposer’s Qualifications

2.4.1.1 Transmittal Letter (Insert)

The proposal must contain a transmittal letter that is no more than eight (8) pages, single-sided, and typed/printed that includes the following in the order listed:

- Title of RFP and date;
- The exact legal business name and legal business status (i.e., partnership, corporation, etc.) of the Proposer, as indicated in Form 1 of the RFP; ***If a corporation, Limited Liability Company (LLC), or partnership, a Board of Directors’ resolution identifying the person(s) authorized to bind the entity on its behalf may also be required;***
- A brief introduction of the Proposer and its organization;
- The transmittal letter must bear the signature of the individual(s) authorized to sign on behalf of the Proposer (name, title and signature) which binds the applicant in a Contract. The person signing this form shall be recognized as the Proposer’s contact person for any communication between the County and the Proposer.
- Proposer’s legal name, address, telephone and facsimile numbers and the number of years Prospective Contractor has been in business under the present business name, as well as prior business names;
- Proposer’s legal business status (i.e., partnership, corporation, etc.);
- An explanation as to how Proposer meets or exceeds the requirements set forth in Part A, Overview of this RFP, Section 7.0, Minimum Qualifications, including the number of years of experience. Proposer may provide a brief statement regarding its background;

2.4.1.2 Table of Contents (shall immediately follow Transmittal Letter)

The Table of Contents must be a comprehensive listing of material included in the proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.4.1.3 Proposer’s Organization Questionnaire (Form 1)

The Proposer’s Organization Questionnaire, Form 1, requires that specific information be provided so that COUNTY can determine the legal name, status, and compliance of all Minimum Qualifications of Proposer’s organization. See Part A, Minimum Qualifications, Section 7.0.

2.4.1.4 Secretary of State Filings - Statement of Information (Insert)

Certified copies of Proposer's two most recent Statement of Information forms, one of which was renewed within the last two years, the second of which must have been renewed within the last four years.

2.4.1.5 Fictitious Business Name Statement (if any) (Insert)

A certified copy of the Fictitious Business Name Statement, If any, indicating the name under which Proposer will be "doing business as" (dba). A valid fictitious business name will be used as a "dba" to identify the Proposer on any pertinent documents. An example of how the legal name of the contract would read is: "Smith Services, Inc., dba Happy Homes." If no Fictitious Business Name Statement is submitted, Proposer's name as indicated on its certified Statement of Information form shall be used.

2.4.1.6 Nonprofit corporations shall also submit the following: (Inserts)

2.4.1.6.1 Exempt Organization Determination Letter from the Internal Revenue Service indicating recognition of Proposer's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code; and

2.4.1.6.2 Determination of Exemption Letter from the State of California Franchise Tax Board indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701; and

2.4.1.6.3 Charitable Contributions Certification (Attachment J). A proposer who is registered as a 501(c)(3) nonprofit corporation with the Internal Revenue Service shall complete and submit Attachment J. Proposer shall state its charitable contribution status per the Nonprofit Integrity Act.

2.4.1.6.4 Transitional Job Opportunities Preference Application (Form 1-B)

The proposer who is registered as a 501(c)(3) nonprofit corporation with the Internal Revenue Service and is certified with the COUNTY as Transitional Job Opportunities vendor must submit this form. If application is not applicable, indicate "N/A" on form.

2.4.1.7 List of Current Members of Board of Directors and Other Agencies (Form 2)

Form 2, List of Current Members of Board of Directors and Other Agencies, requires that Proposer list the members of its board and indicate other organizations that each board member is currently a member of; and include a separate list of the entire board of directors.

2.4.1.8 Board of Directors' Resolution (Insert)

Proposer shall submit a signed Board of Directors' Resolution. See Part D, Proposal Submission Packet. The Board of Directors' Resolution must be on the Proposer's letterhead.

2.4.1.9 Proposer's Qualifications (Insert)

Proposer's Qualifications of the RFP shall include information and documentation to verify compliance with the Minimum Qualifications set forth in Overview, Section 7.0, Minimum Qualifications, of this RFP.

2.4.1.9.1 Proposer shall submit a brief narrative, a maximum of two single-sided pages, documenting that it has at least three years of experience within the last five years, collaborating with Child Welfare agencies as described in Overview, Section 7.0, Minimum Qualifications, of this RFP.

2.4.1.10 Prior Experience and Service Collaboration Within the Community (Insert)

Proposer shall also include a minimum of three letters from community organizations documenting prior experience and service collaboration within the community including the results of any evaluations. Letters from the County of Los Angeles must be signed by the Deputy Director of the County Department or above. (Insert)

2.4.1.11 Copies Of Degree(s) or Administrative Certificate(s) (Insert)

Insert copies of resumes, degrees or Administrative Certificate(s) (issued by the California Department of Social Services), of Proposer as required in Part H, SOW.

2.4.1.12 Proof of Insurability (Insert)

- 2.4.1.12.1 Proposer must provide “Proof of Insurability”, indicating that it meets all insurance requirements set forth in Part I, Section 4.1, General Insurance Requirements and Part I, Section 4.2, Insurance Coverage Requirements of the Sample Contract.
- 2.4.1.12.2 If proposer currently has the required insurance coverage for another COUNTY program service, a copy of that Certificate of Insurance may be submitted with its proposal. However, if selected and awarded a Contract under this RFP, proposer will be required to provide a certificate of insurance naming this program service.
- 2.4.1.12.3 If proposer does not currently have the required insurance coverage, he/she may submit with the proposal a quote from a qualified insurance carrier indicating a willingness to provide proposer the required coverage should it be selected to receive a Contract award. Proposer shall provide, upon COUNTY’s request, copies of proposer’s current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.
- 2.4.1.12.4 Letters of Intent from insurance brokers **will not** be considered acceptable substitutes.
- 2.4.1.12.5 Services cannot be provided until all insurance requirements of this RFP are met.

2.4.1.13 Financial Statements

Proposer shall provide copies of its most recent and complete audited financial statements available for the last three years or fiscal periods with the latest not more than 18 months old at time of submission.

- The audited financial statements shall be prepared by an independent certified public accountant.
- If the audited financial statements are of a parent firm, the parent firm shall be party to the contract.
- In lieu of audited financial statements, proposer may submit un-audited financial statements or the organization’s tax returns for the last three years or fiscal periods with an explanation as to

why audited financial statements are not available, which will be subject to the COUNTY's approval.

2.4.1.14 Offer to Perform and Acceptance of Terms and Conditions (Form 3)

Proposer must complete and sign the Offer to Perform and Acceptance of Terms and Conditions.

2.4.1.15 Proposers Questionnaire (Form 4)

Proposer must answer all questions on Form 4 in order for the COUNTY to determine whether he/she meets the qualifications of this RFP. Answers must be either typed or word-processed on 8 1/2" x 11" paper, with a maximum margin of one inch, in a minimum of 12 point font and a maximum of 15 total pages.

2.4.1.16 Certification of "No Conflict of Interest" (Form 5)

Proposer must certify that no employee, nor any other person acting on Proposer's behalf, developed and/or participated in the preparation of this proposal submission that falls within the scope of Los Angeles County Code Section 2.180.010 as outlined above.

2.4.1.17 Attestation of Willingness to Consider GAIN/GROW Participation of Employment (Form 6)

Proposer must complete and submit this form with its proposal.

2.4.1.18 Proposer's Organizational Chart (Insert)

Proposer shall submit an organizational chart with names of employees that is inclusive of executives, Proposer's Program Manager, and staff anticipated to work on this contract. Proposer shall include copies of job descriptions and resumes for each staff position anticipated to work on this Contract. In addition, proposer shall attach copies of all supporting documents (e.g., Licenses, Degrees, and Diplomas, etc.).

2.4.1.19 List of Proposer's Commitments (Form 7)

Proposer must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the proposer's ability to perform the contract. Proposer shall indicate on this form if it has no such commitments.

2.4.1.20 Proposer's List of Contracts/References (Form 8)

The listing must include all contracts (active/completed) for the last five years, showing year, type of services, dollar amount of services provided, location and contracting agency. It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. For County of Los Angeles references, list the Contract Program Manager/Director and not the Director or Department Head. COUNTY may disqualify a proposer if:

- References fail to substantiate proposer's description of the services provided, or;
- References fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or;
- The department is unable to reach the point of contact of the reference with reasonable effort.

Use additional sheets if necessary. Contracts terminated within the past three years must be listed separately with a reason for termination, including details of any failure or refusal of proposer to complete a contract.

2.4.1.21 Involvement in Litigation and/or Contract Compliance Difficulties (Form 9)

Proposer must include details of any failure or refusal to complete a contract and identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer within the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the proposer or its principals. If none, include a statement to that effect.

2.4.1.22 Revenue Disclosure (Form 10)

Proposer must complete Form 10 indicating all such income and resources. If not applicable, please note on Form 10.

2.4.1.23 Certification of Ownership and Financial Interest (Form 11)

Proposer must complete the Certification of Ownership and Financial Interest Form.

2.4.1.24 Familiarity of the County Lobbyist Ordinance Certification (Form 12)

Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the proposer have and will comply with the ordinance during the RFP process.

2.4.1.25 Acknowledgement of RFP Restrictions (Form 13)

Proposer must acknowledge that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP.

2.4.1.26 Certification of Fiscal Compliance (Form 14)

Proposer must certify that organization complies with accepted accounting procedures.

2.4.2. Section B – Line Item Budget

2.4.2.1 Line Item Budget (Exhibit A-2) and Narrative (Insert)

2.4.2.1.1 Proposer must provide a detailed line item budget. The budget shall separately identify all direct and indirect costs for the proposed contract. Do not complete and submit the Sample Line Item Budget (Exhibit A-2). Use your organization's budget format and include the required detail.

2.4.2.1.2 It is the proposer's responsibility to include in the budget all necessary costs required for its organization to provide the services specified in Exhibit A, Statement of Work. The budget shall also include, but shall not be limited to, personnel (classification/payroll title/number of positions/percentage of time), annual and monthly salaries, hourly wages, employee benefits (paid vacation, sick time, holiday, etc.), office space, utilities, equipment, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, etc.

2.4.2.1.3 A budget narrative must be attached to the budget providing a thorough and clear explanation of all projected line items and their budget costs. The narrative must follow the same sequence as the line item budget, and include a brief explanation of the costs. The budget and budget narrative will be made a part of the Contract with the selected proposer.

2.4.3. Section C – Required Attachments

Proposer must complete the attachments described below. The completed attachments will be made a part of the contract with the selected proposer.

2.4.3.1 Contractor's Administration (Attachment A)

Proposer must complete, date and sign this form and place it as the first form following the Table of Contents.

2.4.3.2 Small Business Enterprise (SBE)/Community Business Enterprise (CBE) (Attachment B)

Attachment B contains two programs: Small Business Enterprise and Community Business Enterprise. Proposer shall complete and submit this form with its proposal regardless of whether it qualifies for the Small Business Enterprise program. The proposer who qualifies for the Small Business Enterprise must complete this form and attach the required documents to show proof of qualification and to receive credit.

2.4.3.3 Contractor Acknowledgement and Confidentiality Agreement (Attachments C and C-1)

Proposer shall sign "Contractor's Acknowledgment and Confidentiality Agreement" acknowledging and accepting the confidentiality requirements set forth by the COUNTY.

2.4.3.4 Jury Service Program and Application for Exception and Certification (Attachment F)

Proposer must complete and submit Attachment F with proposal. If proposer is requesting an exception from this program, submit all necessary documents to support the request.

2.4.3.5 Equal Employment Opportunity (EEO) Certification (Attachment H)

Proposer must comply with EEO laws, regulations and policies. Complete Attachment H and submit with proposal.

2.4.3.6 Defaulted Property Tax Reduction Program (Attachment L)

Proposer must certify that they are familiar with the requirements of the County's Defaulted Property Tax Reduction Program (Attachment L). Proposer must complete and sign attachment.

2.4.4. Section D – Last Page of Proposal

2.4.4.1 Last Page of Proposal (Form 15)

The last page of the proposal must list the name of the proposer (name and title) which binds the organization in a contract.

3.0 PROPOSAL SUBMISSION

3.1 **The closing date and time for proposal submission is Thursday, January 5, 2012, at 3:00 PM.** It is the sole responsibility of the proposer to see that its proposal is received before the submission deadline. Proposer shall bear all risks associated with delays in delivery by any person or entity, including U.S. Mail or any other courier service. Any proposal received after the scheduled closing time for receipt of proposals, as stated in RFP, Part A, Overview, Section 5.0, Procurement Timetable, will be returned to the sender unopened, at the COUNTY's sole discretion.. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

3.2 An original, five copies, and one flashdrive of the proposal shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

“FAITH-BASED RESOURCE PARENT (FOSTER AND ADOPTIVE)
RECRUITMENT SERVICES CMS# CA 11-004”

3.3 The proposal and any related information shall be delivered or mailed to:

Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020
Attention: Mark Martinez or Maria Reza

3.4 Proposer agrees to provide the COUNTY with an explanation of any information provided in its proposal, which the COUNTY, in its sole discretion, may deem necessary for an accurate determination of the proposer's qualifications to perform the required service.

3.5 Proposer must respond only to the RFP as it is written, including any written addenda discussed in Part C, Section 3.6 below. Proposer is not to attach any documentation that is not required or requested under this RFP. Failure to adhere to the specifications contained in this RFP may be cause for rejection of the proposal. No corrections or resubmissions shall be accepted after the proposal submission deadline.

3.6 Any change to this RFP will be made by written addendum, which will be sent to each proposer which COUNTY records indicate has received this RFP. Such addendum will become a part of the RFP. The COUNTY reserves the right to issue more than

one addendum. The COUNTY is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), a proposal's failure to address the requirement(s) of such addendum may result in the rejection of the proposal, as determined at the sole discretion of the COUNTY.

4.0 PRECAUTIONS REGARDING PROPOSAL SUBMISSION

- 4.1 Any proposal that deviates from the format and/or the submission procedure may be rejected without review, at the COUNTY's sole discretion.
- 4.2 Failure to submit the correct number of copies by the required time and date may result in disqualification, at the COUNTY's sole discretion.
- 4.3 Proposer may be disqualified if on any previous Contract(s) with the COUNTY it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

5.0 PROPOSAL WITHDRAWALS

All proposals shall be firm offers and may not be withdrawn for a period of **365** days following the last day to submit proposals. 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.

PART E - SELECTION PROCESS AND EVALUATION CRITERIA

1.0 SELECTION PROCESS

The selection process consists of four (4) parts. The first part is a pass or fail determination of responsiveness and responsibility criteria and a review to ensure the proposer meets the minimum requirements in order to proceed to the second part of the selection process. The second part is a scored substantive evaluation of the proposal based on responses to the questionnaire. The third part is an oral presentation process to determine knowledge and experience, in accordance with Part H, Statement of Work (SOW). The fourth part is an evaluation of the proposer's ability to offer competitive pricing for the services set forth in the SOW. However, at any time, a proposal may be found to be non-responsive and a proposer may be found to be non-responsible.

2.0 PART ONE: PASS OR FAIL DETERMINATION

2.1 Determination of Proposer Responsiveness

- 2.1.1 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a "Responsive Proposer" means one whose proposal complies with all requirements of this RFP.
- 2.1.2 County will review and evaluate each proposal to determine if the proposer complies with requirements of this RFP. Any proposer who does not meet the minimum the requirements of this RFP will be disqualified and its proposal eliminated from any further consideration.
- 2.1.3 County will evaluate each proposal received to determine if the proposer complies with the requirements of this RFP, including format and submission requirements set forth in PART C of the RFP. The County, at its sole discretion, may accept proposals that substantially comply with the requirements of this RFP.

2.2 Determination of Proposer Responsibility

- 2.2.1 Pursuant to Section 23-601.24 of the CDSS Manual of Policies and Procedures, a "Responsible Proposer" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during the performance of the contract; 2) has the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments; 3) has no record of unsatisfactory performance, lack of integrity or poor business ethics; and 4) is otherwise qualified and eligible to receive an award under applicable statutes and regulations.
- 2.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible proposer is one (1) 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.

2.2.1.1 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.

2.2.1.2 County will review all information provided in the proposal, including, but not limited to: 1) Information provided on Form 8, Proposer's List of Contracts; 2) information provided on Form 9, Involvement in Litigation and/or Contract Compliance Difficulties; and 3) contract records, to determine if a proposer has the ability to comply with the proposed delivery or performance schedule specified in Part H, Statement of Work.

2.2.1.3 County will review information submitted in proposals and performance data to determine whether a proposer has any record of unsatisfactory performance, lack of integrity, poor business ethics, or is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

2.2.3 Non-responsible Proposer

County may declare a proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) Violated a term or condition 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, and 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.

2.2.4 Intention to Recommend to the Board of Supervisors

If DCFS finds evidence that the highest scored, qualified, proposer is non-responsible, DCFS shall notify the proposer in writing of such evidence relating to the proposer's non-responsibility, and its intention to recommend to the Board of Supervisors that the proposer is found to be non-responsible. DCFS shall provide the proposer, and/or its representative, with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence that is the basis for the department's recommendation.

2.2.5 Recommendation to the Board of Supervisors

If the proposer presents evidence in rebuttal to the department, DCFS 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 shall rest with the Board of Supervisors.

2.2.6 Determination to Evaluate Proposals

Proposers proposals that comply with the responsiveness and responsibility review and meet the minimum requirements of Section 2.0, Part One: Pass or Fail Determination, will be evaluated and scored based on the criteria listed below in Section 3.0, Part Two: Proposal Evaluation.

3.0 PART TWO: PROPOSAL EVALUATION

Proposals will be scored based on the information provided in response to Form 4, Proposer's Questionnaire, found in Part D, Proposal Submission Packet which is designed to determine the proposer's knowledge and experience necessary to provide the services specified herein. **The maximum points possible that a proposer can receive for this category is 7,500 points.**

4.0 PART THREE: ORAL PRESENTATION

4.1 The COUNTY will conduct oral presentations of qualified proposers to examine their demonstrated knowledge and experience. Proposers, who score 5,250 points or above during the proposal evaluation described in Section 3.0, Part Two: Proposal Evaluation, will be selected to participate in an oral presentation by County staff. **The maximum points possible that a proposer can receive for this category is 4,500 points.**

4.2 The oral presentation will consist of nine questions.

5.0 PART FOUR: PROPOSER'S PRICING

5.1 The Proposer will also be evaluated on its ability to offer competitive pricing for the services set forth in the SOW. The Proposer's pricing must be reasonable for the services set forth in the SOW and shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit proposals.

5.2 The lowest price proposal will receive the maximum number of possible points. All other proposals will be compared to the lowest price and points awarded accordingly. Additionally, an evaluation will be conducted on the Proposer's submitted detailed line item budget and narrative, as required in this RFP. **The maximum points possible that a proposer can receive for this category is 10,000 points.**

6.0 NOTIFICATION OF AWARD

The proposer, whom the County has determined to be responsive and responsible and has earned the highest total score will be recommended to the COUNTY Board of Supervisors for a contract award.

7.0 FORMAL APPROVAL OF CONTRACT

- 7.1 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant contract, and to determine which proposal(s) best serve(s) the interests of the County.
- 7.2 The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.
- 7.3 Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and executed according to law.

8.0 SELECTION PROCESS DISCLAIMER

- 8.1 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).
- 8.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted proposal.
- 8.3 The failure of a proposer to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

PART F – PROTEST POLICY TRANSMITTAL FORMS

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

A Request for a Disqualification Review must be received by the County by the date specified in the Non-Responsive Letter

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter**.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

TRANSMITTAL FORM TO REQUEST AN RFP PROPOSED CONTRACTOR SELECTION REVIEW

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

The above-referenced vendor, a proposer with respect to the above-referenced solicitation, is requesting a **Proposed Contractor Selection Review** based on the assertions shown below. Vendor understands that this request **must be received** by the County within five (5) days of the Debriefing Meeting.

Vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in evaluating proposals
- A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- Another basis for review as provided by state or federal law, explain below:

Vendor must provide detailed factual support for each reason checked above. The support must be sufficiently detailed to demonstrate that, but for the reasons checked above, the vendor would have been the highest-scored proposer. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____	Date of Debriefing Meeting: _____
Reviewed by: _____	
Results of Review - Comments:	

Date Response sent to Vendor: _____	

TRANSMITTAL FORM TO REQUEST A COUNTY REVIEW PANEL

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

For the reasons stated in the above-referenced vendor's Transmittal Form to Request a Proposed Contractor Selection Review (PCSR) and any permissible additional reasons stated below, the vendor is requesting a County Review Panel. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR**.

In addition to the reasons stated in the vendor's PCSR, the vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in evaluating proposals
- A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- Another basis for review as provided by state or federal law, explain below:

Vendor understands that these additional reasons will only be considered at the County Review Panel Meeting if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR.

Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the highest-scored proposer and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered at the County Review Panel Meeting. Vendor has included all documents and other material needed to support the assertions.

Please check one:

- I will have legal counsel at the County Review Panel Meeting
- I will *not* have legal counsel at the County Review Panel Meeting

Request submitted by:

_____ (Name)

_____ (Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Date request submitted to the CEO to convene a Panel: _____

Date of County Review Panel Meeting: _____

Date report due from Panel: _____

Date report sent by Department to Vendor: _____

Results of Panel Report: Protest Denied Protest Valid

Comments:

SAMPLE CONTRACT

**FAITH BASED RESOURCE PARENT (FOSTER AND ADOPTIVE)
RECRUITMENT SERVICES**

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

_____ 2012

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAITH BASED RESOURCE PARENT (FOSTER AND ADOPTIVE) RECRUITMENT SERVICES

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PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2 and B (Attachments A, B, C, D, E, F, G, H, I, J, K and L) are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: 1) Contract, 2) Exhibit A, Statement of Work, and 3) Exhibits B, Attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - B. "Children's Social Worker" or "CSW" – means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS. For purposes of this contract, this shall also include the "Supervising Children's Social Worker" or "SCSW".
 - C. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - D. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to

perform or execute the work covered by Exhibit A, Statement of Work.

- E. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
- F. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- G. "COUNTY's Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- H. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- I. "DCFS" – means COUNTY's Department of Children and Family Services.
- J. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- K. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- L. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- M. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

2.0 TERM

- 2.1 The term of this Contract shall commence on _____ or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on _____, or one year from the date of execution by the COUNTY's Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option to extend shall be exercised at the sole discretion of the Director, by Amendment or written notice to the

CONTRACTOR, provided that approval of the COUNTY's Chief Executive Office (CEO) is obtained prior to any such extension.

- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY's Program Manager at the address herein provided in Attachment I, COUNTY's Administration.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond the expiration of the then current Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Annual Contract Sum is _____ (\$_____). The Maximum Contract Sum of the optional second and third years of the Contract is _____. The Maximum Contract Sum for the three year term of the Contract is _____ Dollars (\$_____).
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall

immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, COUNTY's Administration.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY's Program Manager for approval.
- 3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 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 4.1 and 4.2 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.

4.1.1 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
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

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.

- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 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.
- 4.1.9 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.
- 4.1.10 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.

- 4.1.11 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.
- 4.1.12 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.
- 4.1.13 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.
- 4.1.14 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.

4.2 Insurance Coverage Requirements

- 4.2.1 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

- 4.2.2 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 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.
- 4.2.3 Workers’ Compensation and Employer’s Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$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 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.

4.2.4 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 sexual nature.

4.2.5 Professional Liability: 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 shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit A-2, Line Item Budget, and in the format prescribed by the COUNTY (i.e., employee benefits, supplies and expenses, equipment, travel and indirect costs). CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.

5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY

may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 5.3 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY's Program Manager.
- 5.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, 133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY's Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Angela Karimyan, Program Manager
532 E. Colorado Blvd.
Pasadena, CA 91101

- 5.6 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more

than two (2) weeks from receipt of the properly prepared invoices by the COUNTY.

- 5.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY's Program Manager or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due to CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.11 Suspension and Withholding of Payment: In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a

condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation.

- 6.2 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.
- 6.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.4 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 6.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

- 7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C, "Contractor Acknowledgement and Confidentiality Agreement."

- 7.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.6, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 7.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 8.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 8.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 8.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 8.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
- 8.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- 8.4.2 In addition to the amount described in Sub-Section 8.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- 8.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 8.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-

enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

- 9.3 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.4 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.5 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 9.5.1 Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
 - 9.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 9.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 9.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment A, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment A COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

2.1.1 The responsibilities of the COUNTY's Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Program Director on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.1.2 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.

2.1.3 The COUNTY's Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever, without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 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.

6.0 BUDGET REDUCTION

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

- 7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the

Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the County's Board of Supervisors only under the following conditions as applicable:
 - 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
 - 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
 - 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.
- 7.5 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract. Approval of County Counsel must be obtained prior to execution of such extension.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 CONTRACTOR agrees that the safety of a child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract 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.

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Part II, Sub-Section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to

Part II, Section 52.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

- 11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
 - 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
 - 11.2.2 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
 - 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall 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.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 For contracts over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 12.3 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the

preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment F, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
- 14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 14.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

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

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

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the

CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

21.2 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.

- 21.3 The COUNTY may debar a Contractor if the County's Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; 2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 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.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.7 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.

21.8 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 (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained at the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S WORK

23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

23.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

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

- 25.2 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 the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which COUNTY may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

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

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of

discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

29.0 FAIR LABOR STANDARDS

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

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one (1) year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

- 31.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/request(s) for application(s) may be sent, final date of acceptance for application(s), and any special circumstances relevant to the hiring procedure for said position(s).
- 31.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

32.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

33.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

34.0 INDEPENDENT CONTRACTOR STATUS

- 34.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 34.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

- 34.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 34.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to "CONTRACTOR's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

35.0 LIQUIDATED DAMAGES

- 35.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 35.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated

damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

- c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

35.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

35.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing_business' and 'main_db'.)

37.0 MOST FAVORED PUBLIC ENTITY

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

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

38.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

- 38.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment H, Contractor's Equal Employment Opportunity (EEO) Certification.
- 38.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 38.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 38.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 38.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 38.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate 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 Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall

constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

38.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

39.0 NON EXCLUSIVITY

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

40.0 NOTICE OF DELAYS

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

41.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY's Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY's Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment E.

43.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to

the parties as identified in Attachment A, CONTRACTOR's Administration and Attachment I, COUNTY's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

45.0 PROPRIETARY RIGHTS

45.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

45.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

45.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

- 45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:
- 45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;
- 45.5.2 Any materials, data and information covered under Sub-section 45.2; and
- 45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 45.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 45.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

46.0 PUBLIC RECORDS ACT

- 46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 47.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in

response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 46.2 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 bid or 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.

47.0 PUBLICITY

- 47.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 47.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 46.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Program Manager. The COUNTY shall not unreasonably withhold written consent.
- 47.2 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 of Los Angeles, provided that the requirements of this Sub-section shall apply.

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 48.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 48.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

49.0 RECYCLED-CONTENT PAPER

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

50.0 SAFELY SURRENDERED BABY LAW

- 50.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent

position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment G, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 SHRED DOCUMENT

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

51.2 Documents for record and retention purposes in accordance with Section 48.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

52.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract the requirements of this Contract. Any attempt by the CONTRACTOR to subcontract may be deemed a material breach of this Contract.

53.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

53.1.1 CONTRACTOR has materially breached this Contract;

- 53.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 53.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and, in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 53.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 52.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 53.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 51.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 53.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 51.3, the rights and

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 53.0, Termination for Convenience.

53.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 52.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 52.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

53.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 32.0, Indemnification.

53.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR CONVENIENCE

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

54.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

- 54.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 54.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 54.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 47.0, Record Retention and Inspection/Audit Settlement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

- 55.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 55.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 55.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

56.0 TERMINATION FOR INSOLVENCY

- 56.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 56.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;

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

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

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

56.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

59.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to

review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

60.0 VALIDITY

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

61.0 WAIVER

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

62.0 WARRANTY AGAINST CONTINGENT FEES

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

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

63.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY's Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**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 by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Los Angeles County

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

PART I – ATTACHMENTS TO THE SAMPLE CONTRACT

(Part I will become EXHIBIT B of the final Contract)

Note: Some of the documents listed in Part I are in other parts of the RFP, as indicated on the placeholders. This is because some forms require action/participation on the part of the Proposer for purposes of this RFP.

CONTRACTOR'S ADMINISTRATION

(See Part D, ATTACHMENT A)

Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

(See Part D, ATTACHMENT B)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(See Part D, ATTACHMENT C)

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
 - ◆ Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent 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 the contract.
 - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

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

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

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

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

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

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

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

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

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

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

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

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

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

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

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

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts,

any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

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

3.3 Payments to Affiliated Organizations or Persons

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

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

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

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

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

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

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

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

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

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

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

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

A second signature shall be required on all checks, unless otherwise specified in contract.

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

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2. Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3. Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

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 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to

general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major

functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and 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. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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 whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so 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 a substitute Form W-2 is given on time but 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 9, 2009.

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 get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

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 the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2008)
Cat. No. 206901

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM -
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

(See Part D, ATTACHMENT F)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Los Angeles County 1-877-BABY SAFE • 1-877-225-8763

www.baby-safe.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their mind can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4088.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical attention. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

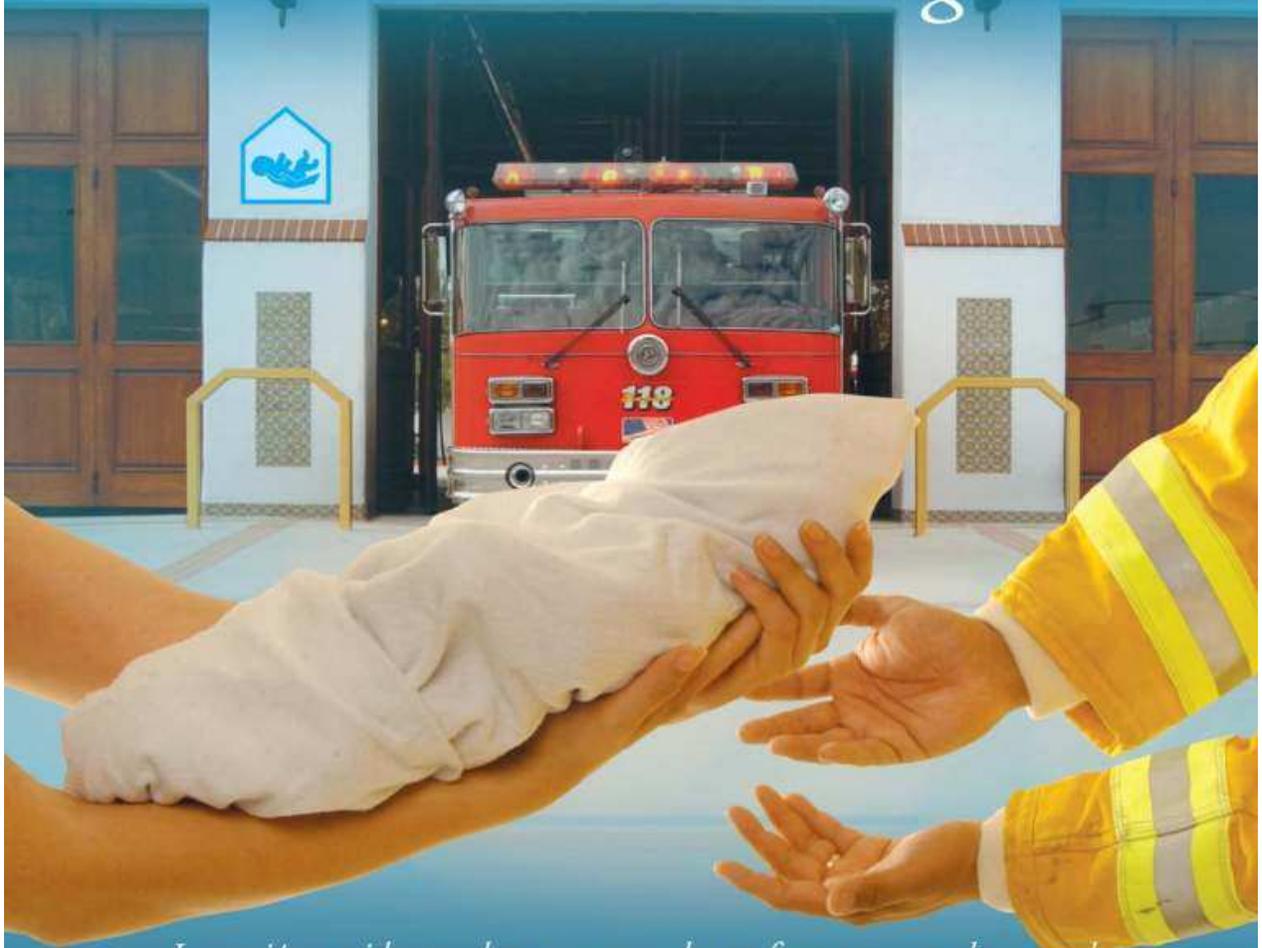
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin tener que ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre lo había pedido que llevara al bebé al hospital en su nombre. La entregaron a la tía un momento con un número que coincide con la pata del bebé, pero se volvió como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre le llamará y la mostrará de vuelta dentro del mes con un cheque pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que se había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, accidental y según el momento de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no es necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizan bromuros para poder rastrearlo. El bebé llevará un bromuro y el padre/madre o el adulto que lo entregó recibirá un bromuro igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. En ese punto deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4008.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen *custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recibir asesoramiento médico importante, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde están bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregó al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en calles públicas. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber resultado en embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían más a qué o pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Hoy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(See Part D, ATTACHMENT H)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: Angela Karimyan

Title: Program Manager

Address: 532 E. Colorado Blvd.

Pasadena, CA 91101

Telephone: (626) 229-3779

Facsimile: (626) 397-9170

E-Mail Address: karima@dcfs.lacounty.gov

CHARITABLE CONTRIBUTIONS CERTIFICATION

(See Part D, ATTACHMENT J)

**USER COMPLAINT REPORT
EDUCATION CONSULTANT SERVICES**

This form is to be used by DCFS users of Faith-Based Resource Parent (Foster and Adoptive) Recruitment 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 Angela Karimyan at: (626) 229-3779

Send UCR to: Angela Karimyan, Program Manager, 532 E. Colorado Blvd., Pasadena, CA 91101 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

(See Part D, ATTACHMENT L)

PART H

STATEMENT OF WORK

**FAITH BASED RESOURCE PARENT (FOSTER AND ADOPTIVE)
RECRUITMENT SERVICES**

STATEMENT OF WORK

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SECTION A - PREAMBLE

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

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. 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.

1.0 OVERVIEW

The Program's objectives are to contract with a qualified agency to: 1) provide faith-based recruitment services; and 2) develop and facilitate two (2) Interfaith Recruitment Councils; one (1) to cover the northern half of Los Angeles County and one (1) to cover the southern half of Los Angeles County to engage faith-based organizations to actively participate in one (1) of the Councils. The goal of the Interfaith Recruitment Councils will be to develop and implement Resource Parent recruitment programs on an on-going basis and recruit other faith-based organizations to do the same to increase the number of older African-American and Latino, who may or may not be Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) and/or Probation Foster Youth, reach permanency or at minimum, a permanent connection.

2.0 DEFINITIONS

The following words in this Statement of Work have the meanings given below, unless otherwise apparent from the context in which they are used.

- 2.1 Adoption – A legal process in which a child is freed from his or her birth parents by relinquishment, consent or terminations of parental rights with applicants who have been approved to take a child into their family and raise as their own.
- 2.2 Bisexual – A bisexual person is physically, romantically, emotionally and/or relationally attracted to both men and women, though not necessarily simultaneously; a bisexual person may or may not be equally attracted to both sexes.
- 2.3 Cultural Competency - Cultural Competency is to have values, principles and attitudes that allow an agency or person the ability to interact effectively with people of different cultures.
- 2.4 Diligent Recruitment - Involves making significant efforts to identify children who are overrepresented in care as compared to the general population and then addressing recruitment efforts towards the communities' representative of children in care, particularly those over represented communities.
- 2.5 Engage – An organization who agrees to participate in specific recruitment activities to recruit families/individuals to become foster or adoptive parents.
- 2.6 Faith-Based Recruitment Services- Recruitment of resource parents for older African-American and Latino, who may or may not be Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) and/or Probation Foster

Youth, from churches, synagogues, temples and other religious organizations.

- 2.7 Family – A unit comprised of one or more adults who consider themselves member(s) of that specific unit.
- 2.8 Foster Care – A placement of a child in a licensed or certified home that provides 24 hour care and supervision for children who need temporary care because their own parent(s) or guardian(s) are unable or unwilling to care for them.
- 2.9 Gay – A person whose enduring physical, romantic, emotional and/or relational attractions are to people of the same sex.
- 2.10 Grant Evaluator - A professional statistician contracted with the DCFS to create evaluation tools and measurements for the COUNTY’S Diligent Recruitment grant and to evaluate each of the programs based on the objectives and goals of their contract and the objectives and goals of the funding source.
- 2.11 Grant Year – Each fiscal year of the five (5) year grant that begins October 1, 2011 and ends September 30, 2015.
- 2.12 Homestudy or Family Assessment – Evaluation of an individual or family for the purposes of providing foster care or adoption to a child and meets the State’s regulations for approval for someone to adopt a child.
- 2.13 Lesbian – A woman whose enduring physical, romantic, emotional and/or relational attractions are to other women.
- 2.14 LGBT Family - A family with at least one (1) member who identifies themselves as LGBT.
- 2.15 LGBTQ – Acronym for “lesbian, gay, bisexual, transgender and questioning.
- 2.16 Older Youth – A child in the foster care or probation system that is between the ages of 9 and 17.
- 2.17 Permanency – Where at least one committed adult provides a loving, safe, stable, and secure environment and a lifelong commitment, including adoption and legal guardianship.
- 2.18 Planning Phase – The Diligent Recruitment Grant period between October 1, 2010 and September 30, 2011 during which DCFS will plan and develop the measuring tools and strategies to be implemented for the DCFS program during the remainder of the five-year program.

- 2.19 Implementation Phase – The Diligent Recruitment Grant period between October 1, 2011, and September 30, 2015, during which DCFS will implement and refine the measuring tools and strategies for the DCFS program during the remainder of the five-year program that was developed during the Planning Phase.
- 2.20 Pre-Service Training – Training for prospective families interested in becoming a foster or adoptive parent (Resource Parent) required for foster care licensing and homestudy approval. Examples of training are PS-MAPP (Permanency and Safety – Model Approach to Partnerships in Parenting or PRIDE (Parent Resources for Information, Development, and Education).
- 2.21 Probation Foster Youth – Legal offenders under the age of 18 that are in the care and custody of the Los Angeles County Probation Department residing in out of home care. The Probation Foster Youth in this contract do not have a safe home to return to and the court has terminated family reunification services for their birth parents.
- 2.22 Questioning Youth - Youth who is uncertain about his/her gender identity and/or sexual orientation.
- 2.23 Prospective Resource Parent – A person or family that is in the process of becoming a Resource Parent. This includes anyone in the following phases: 1) expressed an interest in adoption or foster care; 2) attended an orientation; 3) attended pre-serve training; and/or 4) has been interviewed by a social worker and is awaiting approval.
- 2.24 Recruiter – An individual engaging in specific activities to solicit individuals, families, and organizations in order to increase the pool of prospective Resource Families.
- 2.25 Recruitment – Any activity designed to educate and encourage individuals and families to become Resource Parents.
- 2.26 Resource Parent – A person who has completed the consolidated application and assessment process, has obtained a foster care license (or is certified) and is approved for placement of a child who enters or has been in the child foster care system.
- 2.27 Strategic Planning meetings – Mandatory meetings set up by the Los Angeles COUNTY Program Manager where all partners in the ‘Collaborative Strategies for Diligent Recruitment’ grant meet to plan, develop, discuss, and evaluate the elements in the Grant.

- 2.28 Transgender – A person who identifies with or expresses a sexual characteristic that differs from one which corresponds to the person’s sex at birth.

3.0 COUNTY’S GENERAL RESPONSIBILITY

- 3.1 COUNTY will appoint a COUNTY Program Manager (CPM) who is responsible for ensuring that CONTRACTOR meets or exceeds program objectives and requirements. The CPM is authorized to:
- 3.1.1 Provide overall Contract service coordination between CONTRACTOR and COUNTY;
 - 3.1.2 Monitor CONTRACTOR’s performance in the day-to-day operation of this Contract;
 - 3.1.3 Provide technical guidance in areas relating to DCFS policy, information and procedures.
- 3.2 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 3.3 The CPM is identified in Attachment I of the Contract.
- 3.4 Probation Department shall designate a Liaison to work with the CPM who will refer youth in need of a permanent family. This liaison is identified in Attachment I of the Contract.
- 3.5 Changes to the scope of work must be completed by Amendment, and executed by the CONTRACTOR and COUNTY’S Board of Supervisors or the Director, or designee, in the event the Director has the delegated authority to execute.

4.0 CONTRACTOR’S GENERAL RESPONSIBILITIES

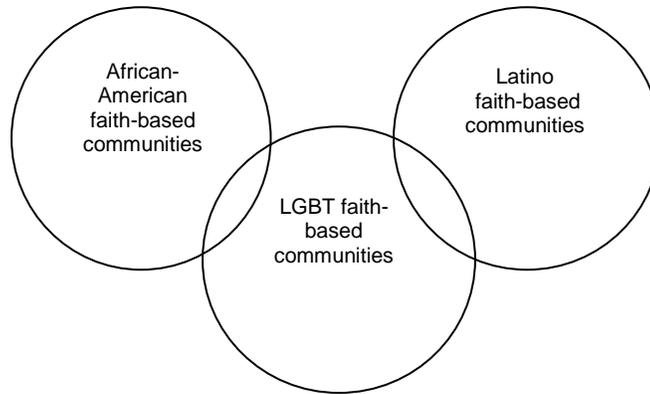
- 4.1 CONTRACTOR will provide faith-based Resource Parent recruitment services to increase Resource Families for African-American, Latino, LGBTQ and Probation Foster Youth.
- 4.2 CONTRACTOR must provide recruitment services within the following faith-based organizations:
- African-American faith-based organizations
 - Latino faith-based organizations
 - Any LGBT welcoming faith-based organizations

- 4.3 CONTRACTOR shall have a CONTRACTOR Program Director (CPD).
 - 4.3.1 The CPD shall have a Bachelor's degree, three years experience providing outreach services and three years experience supervising staff in a social service program with an emphasis in Child Welfare.
- 4.4 CONTRACTOR shall have two Recruiters
 - 4.4.1 Recruiters shall have one year experience providing outreach services;
 - 4.4.2 One Recruiter shall demonstrate cultural competency in the African-American community;
 - 4.4.3 One Recruiter shall demonstrate cultural competency in the Latino community and shall be bi-lingual Spanish/English; and
 - 4.4.4 A minimum of one the recruiters above shall demonstrate cultural competency in the LGBT community.
- 4.5 CONTRACTOR shall have a CPD and sufficient support staff to keep and maintain accurate records and to respond to inquiries by either faith-based organizations or individuals.
- 4.6 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 4.7 The CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.8 CONTRACTOR shall provide monthly, quarterly and annual reports.
 - 4.8.1 The monthly report shall be signed and electronically submitted to the CPM within five business days of the end of the month. The format of the monthly report shall be approved by the County's Program Manager.
 - 4.8.2 The quarterly report shall be submitted electronically on or before the 10th day of October, January, April and July of the contract period. The format of the quarterly report shall be approved by the County's Program Manager.
 - 4.8.3 The annual report shall be submitted electronically within 20 business days of the end of the contract period. The format of the annual report shall be approved by the County's Program Manager.

- 4.9 CONTRACTOR shall maintain and make available to CPM upon request all program and client records as follows:
- 4.9.1 The names of all faith-based organizations that the recruiter(s) has contacted, including the name of contact person(s).
 - 4.9.2 Attendance records of all families that attended any faith-based recruitment presentation(s), including date(s) and time(s) of presentation(s).
 - 4.9.3 Sign-in sheets of all faith-based organizations that attended the Inter-faith Recruitment Council.
 - 4.9.4 The names and contact information of all families that signed up for a Resource Parents orientation either with DCFS or another licensed agency.
 - 4.9.5 Records, in the form and content that has been previously approved by the CPM, of telephonic, electronic or face to face contact made with interested families for the purpose of support.

5.0 SCOPE OF WORK

- 5.1 During each term of this Contract, CONTRACTOR shall provide faith-based recruitment services consistent with the Statement of Work and the terms of the Contract. The services to be provided shall include, but are not limited to:
- 5.1.1 CONTRACTOR (CPD and recruiters) shall attend all meetings as arranged by the CPM and/or Grant Evaluator.
 - 5.1.2 CONTRACTOR shall work with CPM and the Grant Evaluator to develop protocols and procedures and appropriate measuring strategies and tools to evaluate the effectiveness of the program.
- 5.2 Recruitment
- 5.2.2 CONTRACTOR shall provide faith-based recruitment services within the following communities: African-American, Latino and LGBT to recruit Resource Families.



- 5.2.3 CONTRACTOR shall establish two (2) Inter-faith Recruitment Councils, one (1) in North Los Angeles County and one (1) in South Los Angeles County for the purpose of developing and implementing Resource Parent recruitment programs on an on-going basis and to recruit other faith-based organizations to do the same. The Inter-faith Recruitment Councils are to meet with individuals from faith-based organizations who indicate an interest in being part of the Diligent Recruitment efforts. The meetings are held for the purpose of collaborating, communicating and exchanging ideas. Each Inter-faith Recruitment Council must meet no less than once every other month.
- 5.2.4 CONTRACTOR shall develop and submit draft recruitment materials such as flyers, brochures, and other promotional items within 60 days of the start of the contract specifically designed to help faith-based organizations respond to the placement needs of children in foster care. All materials must be approved by the CPM prior to distribution.
- 5.2.5 CONTRACTOR shall increase awareness and educate the faith-based organizations about the placement needs of DCFS and/or Probation Foster Youth ages 9-17, who are either African-American, Latino, and/or LGBTQ of any ethnicity. Presentation information (i.e., scripts, power point, etc.) must be approved by the CPM prior to initiating the presentations. CONTRACTOR shall make materials available for distribution at the faith-based organizations and attend services and other venues to present the need and the urgency to recruit Resource Families.
- 5.2.6 CONTRACTOR shall provide a detailed recruitment plan that will demonstrate its ability to engage faith-based organizations to recruit Resource Families from each segment of the target population. The plan shall detail engagement activities designed to recruit prospective Resource Parents for each segment of the

target population. A faith-based organization is considered 'engaged' if they agree to attend the monthly Inter-faith council meeting and implement at least four of the following activities annually:

1. Allow the Heart Gallery Los Angeles photos to be set up at their location.
2. Arrange for a presentation on becoming a Resource Parent.
3. Feature a child waiting to be adopted at least twice a year in a newsletter, flyer or other venue that goes out to all congregants or members.
4. Provide encouragement and support to any prospective Resource Parents as a result of these recruitment efforts.
5. Have an 'Adopt a Child' program which has congregants assist in bringing one youth or sibling group to various faith-based activities.

5.2.7 CONTRACTOR shall develop a second tier of engagement based services with at least an additional 12 faith-based organizations annually to participate in Resource Parent recruitment activities. These faith-based organizations cannot commit to full engagement but are willing to make information about being a Resource Parent available to their members by, at minimum, displaying DCFS brochures and allowing the Heart Gallery Los Angeles photo gallery of waiting children to be displayed at their location at least once a year.

5.2.8 The recruitment plan shall provide detail on how CONTRACTOR's Resource Parent recruitment in faith-based organizations will address each of the elements listed below:

	Number of FBOs that will be engaged each month	Type of efforts that will be used to Recruit FBOs	How the Inter-faith Councils will be set up	Elements in the Inter-Faith Recruitment Council Meetings	Recruitment materials to be created and a dissemination plan.	Number of families that will become Resource Parents each year	Support and Retention Plan	Method to engage the 12 Additional FBOs
African-American Faith-Based Organization	9					10		
Latino Faith-Based Organization	9					10		
LGBT Faith-Based Organization	2					4		

5.3 Support

5.3.2 CONTRACTOR shall maintain contact with all prospective Resource Parents at least twice a month. This contact shall continue until the family is no longer pursuing becoming a Resource Parent or the family has an approved Homestudy or Family Assessment. CONTRACTOR shall provide information to Prospective Resource Parents to help them understand the foster care system, concerns related to foster and adoptive parenting, rewards of foster and adoptive parenting, and to assist in the licensing and family assessment process. CONTRACTOR shall offer support to prospective foster and adoptive parents starting with the decision to begin the journey of resource parenting to the time they have an approved Homestudy or Family Assessment.

6.0 TARGET POPULATION

The target population for Faith-Based Recruitment Services is: Individuals and Families within faith-based organizations, who desire to become qualified Resource Parents and Adoptive Parents.

SECTION B – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

7.0 PERMANENCY

PERFORMANCE OUTCOME:		
PERMANENCY		
PROGRAM: FAITH BASED RECRUITMENT SERVICES		
PROGRAM TARGET GROUP: African-American, Latino, LGBTQ and Probation Foster Youth		
PROGRAM GOAL AND OUTCOME: Increase number of Resource Families to provide permanency for the target population		
OUTCOMES	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>1) Increase the number of recruited and retained Resource Parents who want to provide permanency for African-American, Latino, LGBTQ and/or Probation Foster Youth.</p> <p>2) Reduction in the number of African-American, Latino, LGBTQ and/or Probation Foster Youth waiting for a permanent family.</p>	<p>1) Monthly, quarterly and annual reports from the CONTRACTOR indicating which agencies or organizations are becoming involved in recruitment on behalf of African-American, Latino, LGBTQ and/or Probation Foster Youth.</p> <p>2) Monthly, quarterly and annual reports listing the names of families that are going through the home study process and want to parent a member of the target population as a result of recruitment efforts.</p> <p>3) Monthly, quarterly and annual reports on which families are approved and waiting for a match with a youth from the target population.</p>	<p>1) A minimum of 20 faith-based organizations will be part of the Inter-faith Recruitment Council and commit to being engaged as defined in section 5.2.5 of the SOW.</p> <p>2) A minimum of 12 additional agencies contacted will agree to be engaged to hold a minimum of one (1) recruitment event each year.</p> <p>3) A minimum of 24 new families will be recruited and approved for placement for older African-American, Latino, LGBTQ and/or Probation Foster Youth each year.</p> <p>4) A minimum of six (6) older youth (African-American, Latino, LGBTQ and/or Probation Foster Youth) will find a permanent family each year as a result of the outreach efforts.</p>

7.1 Performance Outcome Goal:

- 7.1.1 Increase number of Resource Families that provide placement for older African-American, Latino, LGBTQ and/or Probation Foster Youth.
- 7.1.2 Increase the number of African-American, Latino, LGBTQ and/or Probation Foster Youth that reach permanency.

7.2 Service Tasks:

- 7.2.1 The CONTRACTOR shall engage African-American, Latino and LGBT faith-based organizations to recruit Resource Parents. The CONTRACTOR shall perform the following tasks:
 - 7.2.1.1 Educate faith-based organizations about the foster care system and the need for youth to have permanence.
 - 7.2.1.2 Develop recruitment materials specifically designed to help faith-based organizations to respond to the needs of children in foster care.
 - 7.2.1.3 Set-up two Inter-Faith Councils where representatives from the faith-based organizations will meet to collaborate on their efforts to engage their respective communities.
 - 7.2.1.4 Assist faith-based organizations in their Resource Family recruitment efforts.
 - 7.2.1.5 Provide on-going support for families who are going through the process of becoming a Resource Family.

8.0 SAFETY

PERFORMANCE OUTCOME: SAFETY		
PROGRAM: FAITH BASED RECRUITMENT SERVICES		
PROGRAM TARGET GROUP: African-American, Latino, LGBTQ and Probation Foster Youth		
PROGRAM GOAL AND OUTCOME: African-American, Latino, LGBTQ and/or Probation Foster Youth shall remain free from abuse and neglect		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
No substantiated allegations of child abuse and/or neglect against CONTRACTOR.	Corrective Action Plans	100% of the corrective action plan successfully implemented.
CONTRACTOR, as a mandated reporter, shall report any and all suspicions of child abuse and neglect made known to them.	Monthly and Annual Summary Reports	100% of suspected child abuse and neglect incidents reported to the Child Protection Hotline and/or appropriate law enforcement agency.
	Special Incident Reports	
	Child / Children Interview	

8.1 Performance Outcome Goal:

8.1.1 Children shall remain free from abuse and neglect.

8.2 Service Tasks:

8.2.1 CONTRACTOR is a mandated reporter under the Penal Code, Sections 11164-11165.9, and shall report directly to the Child Protection Hotline at 1-800-540-4000, and/or appropriate law enforcement agency, any suspected child neglect or abuse, with notification to the COUNTY Program Manager.

9.0 WELL BEING

PERFORMANCE OUTCOME: WELL-BEING		
PROGRAM: FAITH BASED RECRUITMENT SERVICES		
PROGRAM TARGET GROUP: African-American, Latino, LGBTQ and Probation Foster Youth		
PROGRAM GOAL AND OUTCOME: Increase number of Resource Families to provide social and emotional well-being for the target population.		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
Increase the number of recruited and retained Resource Parents who can meet the behavioral, social and emotional needs of the youth.	<p>1) Monthly, quarterly and annual reports listing the names of families that are going through the home study process and want to parent the target population as a result of recruitment efforts.</p> <p>2) Monthly, quarterly and annual reports on which families are approved and waiting and matched with a youth from the target population.</p>	<p>1) A minimum of 24 new families will be recruited and approved to be a placement for an older African-American, Latino, LGBTQ and/or Probation Foster Youth each year.</p> <p>2) A minimum of six (6) older youth (African-American, Latino, LGBTQ and/or Probation Foster Youth) will find a permanent family each year as a result of the outreach efforts.</p>

9.1 Performance Outcome Goal:

9.1.1 Improve the level of functioning in areas of behavior, social and emotional well-being.

Exhibit A-1 Performance Requirements Summary

PERFORMANCE REQUIREMENT SUMMARY

	REQUIRED SERVICE	PERFORMANCE INDICATOR	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1	CONTRACTOR shall attend all meetings as arranged by the CPM.	Attendance records.	Sign in sheets at all meetings.	<p>CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction.</p> <p>The COUNTY may impose a deduction from CONTRACTOR's invoice in the amount of \$100 per occurrence.</p>
2	CONTRACTOR shall work with CPM and the Grant Evaluator to develop protocols, procedures, appropriate measuring strategies and tools to evaluate the effectiveness of the program.	Draft documents submitted by CONTRACTOR.	CPM's review of CONTRACTOR's written input on measuring tools and strategies provided by the CONTRACTOR and included in the monthly, quarterly and annual reports.	<p>CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction.</p> <p>The COUNTY may impose a deduction from CONTRACTOR's invoice in the amount of \$500 per occurrence.</p>
3	CONTRACTOR will provide recruitment services within the following faith-based organizations: African-American, Latino and/or LGBT; to recruit Resource Families.	<p>1) Provide a list of families that have been recruited and dates and times of contacts with the family.</p> <p>2) Families who have expressed an interest have been contacted a minimum of 2 times per month.</p> <p>3) CPM will receive a list of the families and status of the approval process.</p>	CPM will complete technical reviews as deemed necessary.	<p>CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction.</p> <p>The COUNTY may impose a deduction from CONTRACTOR's invoice in the amount of \$100 per occurrence.</p>
4	The recruiter(s) will establish 2 inter-faith recruitment councils.	1) Provide an attendance list with names of individuals and their	CPM to review a list of families who have: 1) expressed an	CONTRACTOR to provide a corrective action plan to the

		<p>organizations.</p> <p>2) There will be 12 Interfaith council meetings annually starting for each contract period.</p>	<p>interest in becoming a resource parent; 2) families that are going through the approval process; and 3) families that have been approved to be resource parents including their status.</p> <p>CPM will receive sign in sheets, agenda and action plan from council meetings as part of the monthly reports.</p>	<p>COUNTY with an explanation of the problem and the plan for correction.</p> <p>The COUNTY may impose a deduction from CONTRACTOR's invoice in the amount of \$500 per occurrence.</p>
5	<p>CONTRACTOR will develop recruitment materials within 60 days of the start of the contract specifically designed to help faith-based organizations respond to the needs of children in foster care. All materials must be approved by the CPM prior to distribution.</p>	<p>1) Samples of the recruitment materials will be provided to the CPM.</p> <p>2) CPM will receive and approve all recruitment materials prior to distribution.</p>	<p>CPM will receive all recruitment materials for approval.</p>	<p>CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction.</p> <p>The COUNTY may impose a deduction from CONTRACTOR's invoice in the amount of \$500 per day late.</p> <p>CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction.</p> <p>The COUNTY may impose a deduction from CONTRACTOR's invoice in the amount of \$100 per occurrence.</p>
6	<p>Prepare monthly, quarterly and annual reports and attach the monthly report to the invoice.</p>	<p>All reports will be submitted to the CPM timely.</p>	<p>CPM will receive and review the monthly, quarterly and annual reports.</p>	<p>CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction.</p>
7	<p>CONTRACTOR shall recruit additional 1-2 faith-based organizations a month to engage in recruitment activities.</p>	<p>Provide names of organizations and their contact persons and what they are willing to do to be considered a partner.</p>	<p>CPM will receive monthly, quarterly and annual reports.</p>	<p>CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for</p>

				correction.
8	<p>1) CONTRACTOR will maintain a minimum of twice a month contact to all prospective Resource Parents to support families which can include offering encouragement, providing assistance in completing documents, and liaising with the Department.</p> <p>2) Reports will be provided to the CPM within guidelines specified in the Terms and Conditions of the Statement of Work.</p> <p>3) 20 new faith-based organizations will be participating in recruitment activities annually.</p> <p>4) Families shall be contacted at least twice a month to offer support.</p>	<p>Provide a list of families that have been recruited, including dates, times and contact detail with the family.</p> <p>List of supportive services offered to the family during the assessment process.</p>	<p>CPM will receive a list of families, including contact dates and services provided in a monthly report.</p>	<p>CONTRACTOR to develop a corrective action plan approved by the CPM to address the barriers for not contacting families. Plan must include target dates for resolving the problem(s).</p> <p>The COUNTY may impose a deduction from CONTRACTOR's invoice in the amount of \$500 per occurrence.</p>

PART J - APPENDICES

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County...

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the Bid/Proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts'. as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. A contractor who has been determined by the County to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.

E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.

TITLE 2 ADMINISTRATION (Continued)

G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a Bid or Proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or Proposal" means a Bid, Proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a Bid or Proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds 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 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.

C. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

TITLE 2 ADMINISTRATION (Continued)

2.202.040 Debarment of contractors.

A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a Bid or Proposal for a new contract with the County.

B. The County may debar a contractor if the County 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 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.

C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.

G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five (5) years, the contractor may, after the debarment has been in effect for at least five (5) years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)