

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

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Preparation and Support for Families Adopting Children  
with Special Needs**

(RFP #14-0031)



Release Date: June 30, 2015

# TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.1	DCFS Mission Statement.....	1
<b>2.0</b>	<b>PURPOSE/AGREEMENT FOR PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS SERVICES .....</b>	<b>1</b>
2.1	Statement of Work .....	1
2.2	Sample Agreement: County Terms and Conditions.....	2
2.2.1	Anticipated Contract Term .....	2
2.2.2	Contract Rates .....	3
2.2.3	Days of Operation .....	3
2.2.4	Indemnification and Insurance .....	3
2.2.5	SPARTA Program .....	4
<b>3.0</b>	<b>PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS .....</b>	<b>4</b>
<b>4.0</b>	<b>COUNTY’S RIGHTS AND RESPONSIBILITIES .....</b>	<b>5</b>
4.1	Final Contract Award by the Board of Supervisors .....	5
4.2	County Option to Reject Proposals.....	5
4.3	County’s Right to Amend Request for Proposals.....	6
4.4	Background and Security Investigations .....	6
4.5	County’s Quality Assurance Plan.....	6
<b>5.0</b>	<b>PROPOSER’S REQUIREMENTS AND CERTIFICATIONS.....</b>	<b>7</b>
5.1	Notice to Proposers Concerning the Public Records Act.....	7
5.2	Contact with County Personnel.....	8
5.3	Mandatory Requirement to Register on County’s WebVen.....	8
5.4	Protest Policy Review Process .....	8
5.5	Injury and Illness Prevention Program .....	9
5.6	Confidentiality and Independent Contractor Status.....	9
5.7	Conflict of Interest.....	9
5.8	Determination of Proposer Responsibility .....	10
5.9	Proposer Debarment.....	11
5.10	Adherence to County’s Child Support Compliance Program .....	13

# TABLE OF CONTENTS

5.11	Gratuities .....	13
5.12	Notice to Proposers Regarding the County Lobbyist Ordinance .....	13
5.13	Federal Earned Income Credit.....	14
5.14	Consideration of GAIN/GROW Participants for Employment.....	14
5.15	Recycled Bond Paper .....	15
5.16	Safely Surrendered Baby Law .....	15
5.17	Jury Service Program .....	15
5.18	Notification to County of Pending Acquisitions/Mergers by Proposing Company .....	16
5.19	Proposer’s Charitable Contributions Compliance .....	17
5.20	Defaulted Property Tax Reduction Program .....	18
5.21	Time Off for Voting.....	18
<b>6.0</b>	<b>COUNTY’S PREFERENCE PROGRAMS .....</b>	<b>19</b>
6.1	County Policy on Doing Business with Small Business .....	19
6.2	Local Small Business Enterprise Preference Program .....	19
6.3	Local Small Business Enterprise (SBE) Prompt Payment Program.....	20
6.4	Disabled Veteran Business Enterprise Preference Program (DVBE) .....	20
6.5	Transitional Job Opportunities Preference Program .....	21
<b>7.0</b>	<b>PROPOSAL SUBMISSION REQUIREMENTS .....</b>	<b>22</b>
7.1	Truth and Accuracy of Representations.....	22
7.2	RFP Timetable.....	22
7.3	Solicitation Requirements Review .....	23
7.4	Proposers’ Questions.....	23
7.5	Proposers Conference .....	24
7.6	Preparation of the Proposal .....	24
7.7	Business Proposal Format.....	25
7.8	Cost Proposal Format.....	35
7.9	Firm Offer/Withdrawal of Proposal.....	35
7.10	Proposal Submission .....	35
<b>8.0</b>	<b>SELECTION PROCESS AND EVALUATION CRITERIA .....</b>	<b>36</b>

# TABLE OF CONTENTS

8.1	Selection Process .....	36
8.2	Adherence to Minimum Requirements (Pass/Fail).....	38
8.3	Disqualification Review .....	38
8.4	Business Proposal Evaluation and Criteria (80%) .....	39
8.5	Cost Proposal Evaluation Criteria (20%).....	41
8.6	Department's Proposed Contractor Selection Review .....	43
8.7	County Independent Review Process .....	45

## APPENDICES:

- A Sample Contract**
- B Statement of Work (Exhibit A to Sample Contract)**
- C Exhibits to Sample Contract**
- D Required Forms**
- E Transmittal Form to Request a Solicitation Requirements Review**
- F County of Los Angeles Policy on Doing Business with Small Business**
- G Listing of Contractors Debarred in Los Angeles County**
- H Jury Service Ordinance**
- I Background and Resources: California Charities Regulation**
- J Defaulted Property Tax Reduction Program**

## **1.0 INTRODUCTION**

The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposal (RFP) to solicit proposals for a Contract with an organization who can provide Preparation and Support for Families Adopting Children with Special Needs (P&S) services.

It is the County's intent to award a contract countywide to the Proposer with the highest scored proposal.

### **1.1 DCFS Mission Statement**

The County's Department of Children and Family Services (DCFS) is the County agency with the duty to establish, manage and provide a system of service which ensures the following: that 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, youth who reach adulthood under DCFS care are provided the opportunity to succeed.

## **2.0 PURPOSE/AGREEMENT FOR PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS SERVICES**

### **2.1 Statement of Work**

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

Contractor will be required to design and/or enhance the existing P&S training program for prospective adoptive parents/families of special needs children throughout Los Angeles County. The P&S training program specifically focuses on educating prospective adopting parents/families in the areas of prenatal substance exposure, biological vulnerabilities, multiple placements, abuse and neglect. Once the prospective adoptive parents complete the training, further services are offered at no cost to the family or DCFS. These services fall into three categories: 1) Preparatory classes and consultation services prior to adoptive placement; 2) Counseling and group support services during the transition of children

from foster care to adoptions; and 3) Consultations, advocacy, multidisciplinary assessments, counseling and support groups after a child is placed adoptively (or foster-adopt) into the home. The P&S services include the following:

1. Presentations (including preparing, publishing, and disseminating information and training materials regarding adoption of special needs children) to educate and recruit prospective adoptive parents/families,
2. Trainings to help prospective adoptive parents to make informed decisions about adoption of special needs children,
3. Assessments/consultations to match children who have biological vulnerabilities and a history of multiple placements with prospective adoptive parents/families,
4. Therapeutic Grief Intervention (TGI) support counseling for adoptive parents/families who are dealing with the loss or potential loss of a child they were hoping to adopt, and
5. Multi-disciplinary services for adoptive parents/families before, during, and after adoptive placement.

The P&S participants shall be recruited from DCFS Permanency and Safety – Model Approach to Partnerships in Parenting (PS-MAPP) training classes as the completion of PS-MAPP training is a prerequisite for prospective P&S participants.

Contractor shall be expected to implement the Statement of Work that is contained in Appendix B, of this RFP.

## **2.2 Sample Agreement: County Terms and Conditions**

Contractor shall be expected to implement the Sample Contract as contained in Appendix A, of this RFP.

### **2.2.1 Anticipated Contract Term**

- 2.2.1.1 The Contract term is anticipated to be for a period of one (1) year. The Contract is anticipated to commence on September 1, 2016, or the date of execution by the Director of DCFS, whichever is later, for one year from the contract effective date, unless terminated earlier or extended, in whole or in part, as provided in Appendix A, Sample Contract, Part I, Unique Terms and Conditions, Section 3.0, Term of Contract.

2.2.1.2 The term of this contract may be extended for up to two (2) additional one-year periods, by the Director of DCFS, for a total of three (3) years, if all optional extensions are exercised, provided funding is available. However, the County may end this Contract at any time as specified in the contract or at the end of any contract period by not extending an option year.

2.2.1.3 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date reflected in Sub-section 2.2.1.2 above, on an automatic month-to-month basis, for a period of time not to exceed six months. If all options to extend are exercised, the term of the contract will be three years and six months. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

## **2.2.2 Contract Rates**

The Contractor's rates shall remain firm and fixed for the term of the Contract. A fixed rate pricing methodology shall be implemented for these services wherein the County pays Contractor a set rate for completed services and/or deliverables up to the Stated Maximum Annual Contract Sum. This is contingent upon the availability of federal, State and/or County funds.

## **2.2.3 Days of Operation**

The Contractor shall be required to provide P&S services Monday through Friday. The Contractor is not required to provide services on County-recognized holidays. The County's Contract Program Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

## **2.2.4 Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in the Sample Contract, Part II, Standard Terms and Conditions, Indemnification. 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 the Sample Contract, Part I, Unique Terms and Conditions, Insurance Requirements.

### **2.2.5 SPARTA Program**

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com)

### **3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS**

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in the Statement of Work, Appendix B of this RFP, are invited to submit proposal(s), provided they meet the following requirements:

- 3.1 Proposer must be certified to do business in the State of California. A certified original copy of Statement of Information should be included in the submission of proposal.
- 3.2 Proposer must have or be willing to establish an administrative business office within the County of Los Angeles for the contract term. The address to the administrative business office must be included in the Proposal.
- 3.3 Proposer must have an existing and established multi-disciplinary program (i.e., mental health services, educational advocacy, occupational therapy, pediatric and speech and language consultation, in home behavioral services, and youth mentoring).
  - 3.3.1 Proposer's Program Director must possess: 1) a Master's Degree in Social Work with a license in Clinical Social Work (LCSW) or a Doctoral degree (Ph.D.) in Clinical Psychology with a license in Clinical Psychology, 2) a minimum of (5) five years of experience working with an adoption agency processing adoptions, and 3) a minimum of two (2) years experience overseeing a program that includes therapeutic interventions for children involved in the Child Welfare system.
- 3.4 Proposer must have the ability to provide staff that meet the requirements outlined in Appendix B (Statement of Work) of this RFP.
- 3.5 Proposer must have a minimum of five (5) years experience, within the last five (5) years, providing multi-disciplinary services dedicated to children being adopted from the foster care system and their pre-adoptive

or adoptive parents, or similar to the services identified in RFP, Appendix B, Statement of Work.

- 3.6 Proposer must have the ability to provide presentations at all PS-MAPP classes held throughout the County of Los Angeles.
- 3.7 Proposer must have a minimum of three (3) years experience, within the last five (5) years, in designing and providing training curriculums that educate and prepare the adoptive parents/families for the challenges of parenting and providing permanency to foster children with special needs.
- 3.8 Proposer must not currently have a Settlement Agreement with DCFS for repayment of monies owed to County.
- 3.9 Proposer and its principals must be in good standing and must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or County agency unless an exception has been authorized by State and Federal regulations.

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

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

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

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

##### **4.2 County Option to Reject Proposals**

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

preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

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

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

#### **4.4 Background and Security Investigations**

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

CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff and volunteers prior to beginning and continuing work under any resulting Contract (please see the Sample Contract, Part I: Unique Terms and Conditions, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR and subcontractors whether or not the CONTRACTOR's or subcontractor's staff passes or fails the background and criminal clearance investigations.

#### **4.5 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.

## **5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

### **5.1 Notice to Proposers Concerning the Public Records Act**

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) DCFS receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) DCFS releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

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

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

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

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

## **5.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or emailed as follows:

Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: P&S Services  
E-mail Address: [emily.wei@dcfs.lacounty.gov](mailto:emily.wei@dcfs.lacounty.gov)

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

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

5.3.1 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](http://lacounty.info/doing_business/main_db.htm).

5.3.2 Once Contracts are awarded, CONTRACTORS shall ensure that the registration information entered on the COUNTY's Webven remains current.

## **5.4 Protest Policy Review Process**

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. 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 proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a

Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### 5.4.3 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference paragraph 7.3 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference paragraph 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference paragraph 8.7 in the Selection Process and Evaluation Criteria Section)

### 5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### 5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality and the Independent Contractor Status provision contained in Appendix A, Sample Contract.

### 5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms, Form 10, Certification of No Conflict of Interest.

## **5.8 Determination of Proposer Responsibility**

- 5.8.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 5.8.3 The 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 of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall 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 reside with the Board of Supervisors.

5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

## **5.9 Proposer Debarment**

5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board 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.

5.9.2 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.

5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or 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.

5.9.4 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.

- 5.9.5 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.
- 5.9.6 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 (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- 5.9.7 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.
- 5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 5.9.9 Appendix G provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **5.10 Adherence to County's Child Support Compliance Program**

Proposers 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).

## **5.11 Gratuities**

### **5.11.1 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 the Contract.

### **5.11.2 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.

### **5.11.3 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.

## **5.12 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 and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms, Form 11, as part of their proposal.

#### **5.13 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 Internal Revenue Service Notice No. 1015. Reference in Appendix C, Exhibits to Sample Contract, Exhibit F.

#### **5.14 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration for contract award, Proposers 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 they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form,

as set forth in Appendix D - Required Forms, Form 13, along with their proposal.

#### **5.15 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Contract.

#### **5.16 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 Appendix C, Exhibits to Sample Contract, Exhibit H, of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **5.17 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix H, and the pertinent jury service provisions of the Sample Contract, Appendix A, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

5.17.1 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.

5.17.2 There are two 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 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.

5.17.3 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, Form 14 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## **5.18 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on

Required Form 1 - Proposer's Organization Questionnaire/Affidavit, in Appendix D – Required Forms. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Required Form 1 (Proposer's Organization Questionnaire/Affidavit) during the pendency of this RFP by providing a revised Required Form 1 (Proposer's Organization Questionnaire/Affidavit) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

## **5.19 Proposer's Charitable Contributions Compliance**

5.19.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix I. 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.

5.19.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Required Form 22 as set forth in Appendix D - Required Forms. A completed Form 22 is a required part of any agreement with the County.

5.19.3 In Required Form 22, prospective contractors 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.

5.19.4 Prospective County contractors that do not complete Required Form 22 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **5.20 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix J, and the pertinent provisions of the Sample Contract, Appendix A, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Required Form 24 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

## **5.21 Time Off for Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go

to their place of work, a notice setting forth the provisions of Section 14000.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 County Policy on Doing Business with Small Business**

- 6.1.1 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.
- 6.1.2 The Local Small Business Enterprise (Local SBE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in paragraph 6.2 of this solicitation.
- 6.1.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs 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 explanations of these two Programs are provided in paragraph 5.17 - Jury Service Program, of this solicitation.
- 6.1.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

### **6.2 Local Small Business Enterprise Preference Program**

6.2.1 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.1 of the Los Angeles County Code. A Local SBE is defined as:

- 1) A business certified by the State of California as a small business and
- 2) has had its principal office located in Los Angeles County for at least one year.

The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

- 6.2.2 To apply for certification as a Local SBE, businesses may register with the Internal Services Department at <http://laosb.org>
- 6.2.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form 27 - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - in Appendix D - Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

### **6.3 Local Small Business Enterprise (SBE) Prompt Payment Program**

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 6.4.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

- 6.4.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any County solicitation.
- 6.4.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 6.4.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Appendix D, Required Forms, Form 25, with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Department of Veterans Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

## **6.5 Transitional Job Opportunities Preference Program**

- 6.5.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity 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.

6.5.2 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 Opportunity 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.

6.5.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D – Required Forms – Required Form 23 and submit it along with all supporting documentation with their proposal.

## **7.0 PROPOSAL SUBMISSION REQUIREMENTS**

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

### **7.1 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. All proposals shall be firm and final offers and may not be withdrawn for a period of eighteen (18) months following the final proposal submission date.

### **7.2 RFP Timetable**

The following timeline 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 posted on DCFS Contracts website at <http://www.lacdcfs.org/contracts/index.html>. Please note that all times indicated are Pacific Standard Time (PST).

- Release RFP on or about June 30, 2015
- Written Questions Due (Proposers' Questions) July 10, 2015; 5:00 PM
- Deadline to Submit Request for Solicitation July 15, 2015; 5:00 PM

## Review

- Proposer's Conference Tuesday, July 29, 2015
- Questions and Answers Released On or about August 14, 2015
- **Deadline for Proposal Submission** August 26, 2015; 12:00 PM

### 7.3 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Transmittal Form to Request a Solicitation Requirements Review, in Appendix E, 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:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

### 7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the individual identified below. All questions must be received by July 10, 2015 at 5:00 PM PST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer. Questions should be addressed to:

Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: Emily Wei  
E-mail Address: [emily.wei@dcfs.lacounty.gov](mailto:emily.wei@dcfs.lacounty.gov)

## **7.5 Proposers Conference**

A Non-Mandatory Proposers' Conference will be held to discuss the RFP Requirements. County staff will respond to questions from potential Proposers. All interested potential Proposers are invited and encouraged to attend this conference. Please note that only answers to questions given in writing should be relied upon in preparing a response to this RFP. The conference is scheduled as follows:

DATE: Wednesday, July 29, 2015  
TIME: 9:00 AM to 11:00 AM, PST  
LOCATION: DCFS Headquarters  
425 Shatto Place, 5<sup>th</sup> Floor Conference Room  
Los Angeles, California 90020

## **7.6 Preparation of the Proposal**

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

All proposals must be bound and submitted in the prescribed format below:

- One (1) original proposal and five (5) copies must be typewritten or word-processed on 8½ " X 11" white bond paper with a 1" margin at all borders.
- The original proposal and copies must be securely bound in a three-ring binder or other protective covering. Proposals and copies that are paper clipped, stapled, or rubber banded may be rejected, at the COUNTY's sole discretion.
- The original proposal and copies' cover binders must state the title of the RFP "Preparation and Support for Families Adopting Children with Special Needs, RFP #14-0031," and the name of your organization.
- Original proposal must be clearly marked "Original" on the front of the cover binder. Copies of proposal must also be marked with the appropriate copy number on the front of the cover binder. The tabs of each binder must also be marked accordingly.
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section of the proposal must have a tab identifying the section.

## **7.7 Business Proposal Format**

The Business Proposal Format must not exceed a maximum of 45 pages using 12 point, Arial font, single-sided, single-spaced, with 1" margins at all borders, for the following sections:

- Executive Summary should not exceed -- 3 pages
- Proposer's Qualifications should not exceed -- 13 pages
- Proposer's Approach to Providing Required Services should not exceed -- 24 pages
- Quality Control Plan should not exceed -- 5 pages

**NOTE:** The limitation of 45 pages for the business proposal format including the Executive Summary (Section A), the Proposer's Qualifications (Section B), the Program Approach (Section C), and the Quality Control Plan (Section D). Proposer-created forms, diagrams, and other relevant attachments are allowable beyond the 45-page limit.

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

- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- Transmittal Letter
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Assurance Plan (Section D)
- Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section E)
- Business Proposal Required Forms (Section F)
- Last Page of Proposal (Section G)

### **7.7.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit – Required Form 1 as set forth in Appendix D. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

The Proposer shall insert applicable documents as stated in Appendix D, Required Forms, Form 2, Business Structure Registration Documents; Form 3, List of Current Members of

Board of Directors/Other Agencies; Form 4, Board of Director's Resolution; and Form 5, Proposer's Certification of Ownership and Financial Interest.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**7.7.3 Transmittal Letter**

The Transmittal Letter shall not exceed three (3) pages and shall be on the Proposer's letterhead stationery. The Transmittal Letter shall include the following in the order listed:

- Title of RFP and date
- Proposer's legal business name and legal business status (i.e., partnership, corporation, etc.);
- Proposer's address, telephone, e-mail address, and facsimile (FAX) numbers of the person(s) to be used for contact;
- The number of years proposer has been in business under the present business name, as well as prior business name;
- A brief introduction of the Proposer and its organization;
- **The names, title, and original signatures of the persons identified on the agency's Board Resolution as authorized**

**to sign on behalf of Proposer and to bind the agency in a Contract;** and

- Proposer's disclosure (if any) of any employee or any other person acting on Proposer's behalf, who is within the purview of County Code Section 2.180.010.

#### **7.7.4 Table of Contents**

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

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

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

#### **7.7.6 Proposer's Qualifications (Section B)**

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

##### **A. Proposer's Background and Experience (Section B.1)**

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in paragraph 3.0 of this RFP and has the capability to perform the required services as a corporation or other entity.

##### **B. Proposer's References (Section B.2)**

It is the Proposer's sole responsibility to ensure that the firm's name, point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Forms 5 and 6.

County may disqualify a Proposer as non-responsive and/or non-responsible 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 with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

The Proposer must complete and include the following Required Forms:

- i. Proposer's References, Form 6
    - Proposer must provide five (5) references where the same or similar scope of services was provided.
  - ii. Proposer's List of Contracts, Form 7
    - Listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
  - iii. Proposer's List of Terminated Contracts, Form 8
    - Listing must include contracts terminated within the past three (3) years with a reason for termination.
- C. Proposer's Pending Litigation and Judgments (Section B.3)
- Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. Proposer must include Form 9, Proposer's Involvement in Litigation and Contract Compliance Difficulties.
- D. Financial Capability (Section B.4)
- Proposer must provide adequate documentation on the financial status of the firm to ensure that the firm will continue in business through the period of the contract and can finance the cost of adequate personnel and support

requirements. This includes, but is not limited, to the following:

1. Provide copies of the company's most current and prior two (2) fiscal years (for example 2013 and 2012) audited financial statements, which shall be in accordance with the American Institute of Certified Public Accountants listing of General Accepted Accounting Principles. Statements should include the Proposer's assets, liabilities and net worth. At a minimum and to the extent possible, include the Balance Sheet (Statement of Financial Positions), Statement of Income (Statement of Operations), and the Retained Earnings Statement. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. A Proposer should submit audited (or reviewed by a CPA) statements, if available, to meet this requirement. Financial statements will be kept confidential, if so stamped on each page.

Do not submit Income Tax Returns to meet this requirement.

2. List potential commitments on Form 20, List of Proposer's Commitments, in Appendix D, that may impact assets, line of credit, guarantor letters, etc., and that may affect the Proposer's ability to perform the Contract.

#### **7.7.7 Proposer's Approach to Provide Required Services (Section C)**

Present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW. At minimum, Proposer's response shall address:

1. Proposer's proposed staffing plan including Program director, multi-disciplinary team members, and required staff to work on this Contract. Proposer must provide a detailed description of how each of its employees will meet or exceed the minimum qualifications as required in Appendix B, Statement of Work.

2. Proposer's approach to providing deliverables in Spanish as described in the SOW of this RFP.
3. Proposer's proposed plans for staff recruitment to keep pace with existing services needs. Describe the type and length of training your organization will provide to staff working under this contract and how that will affect their ability to begin providing services.
4. Proposer's unique features in their P&S program plan that will enhance the Proposer's ability to provide quality services to the P&S participants and the County.
5. Proposer's approach to disseminating information about the P&S program and conducting presentations, consisting of subject matters concerning prenatal substance abuse, and its impact on children in the child welfare adoption's system, at PS-MAPP classes.
6. Proposer's approach to developing and implementing a strategic plan to coordinate and recruit adoptive parents/families from the PS-MAPP classes to participate in the P&S program.
7. Proposer's approach to providing a multi-disciplinary team that will coordinate and conduct in-depth case assessments and consultations for a minimum of 12 special needs children who are waiting to be adopted.
8. Proposer's approach to developing and implementing a training series consisting of three core training modules that educate prospective adoptive families in the areas of psycho-social inhibitors and their effects on the growth and development of children.
9. Proposer's approach to providing Therapeutic Grief Intervention (TGI) services, including group and individual sessions, to families who have participated in concurrent planning and have been grieving the loss or potential loss of the child they hoped to adopt.
10. Proposer's approach to providing multi-disciplinary services at no cost to prospective adoptive parents/families that have completed the Pre-Adoptive training modules.

11. Proposer's approach to identifying and providing services to the target population.

12. Proposer's approach to achieving the performance outcome goals listed in the Exhibit A-2 of the SOW of the RFP.

#### **7.7.8 Proposer's Quality Assurance Plan (Section D)**

Present a comprehensive Quality Assurance Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B, Statement of Work.

The following factors may be included in the plan:

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

#### **7.7.9 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section E)**

A. It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

B. Section E of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Contract.
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix B, Statement of Work; and

For each exception, the Proposer shall provide:

1. An explanation of the reason(s) for the exception;
  2. The proposed alternative language; and
  3. A description of the impact, if any, to the Proposer's price.
- C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

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

#### **7.7.10 Business Proposal Required Forms (Section F)**

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms, as follows:

- |          |   |
|----------|---|
| Form 1   | Proposer's Organization Questionnaire/Affidavit                   |
| Form 1-A | Transmittal Letter  |
| Form 2   | Business Structure Registration Documents (Insert as Attachments) |
| Form 3   | List of Current Members of Board of Directors/Other Agencies      |
| Form 4   | Sample Board of Director's Resolution (non-public Proposer)       |

- Form 5 Proposer's Certification of Ownership and Financial Interest
- Form 6 Proposer's References
- Form 7 Proposer's List of Contracts
- Form 8 Proposer's List of Terminated Contracts
- Form 9 Proposer's Involvement in Litigation and/or Contract Compliance Difficulties
- Form 10 Certification of No Conflict of Interest
- Form 11 Familiarity of the County Lobbyist Ordinance Certification
- Form 12 Proposer's/Offeror's EEO Certification
- Form 13 Attestation of Willingness to Consider GAIN/GROW Participation for Employment
- Form 14 Jury Service Program, Application for Exception and Certification
- Form 15 Organizational Data (Insert Organizational Chart)
- Form 16 Resumes, Degrees, Licenses, and Certificates of Identified Staff
- Form 17 Organizational Licenses, Permits, and Certifications
- Form 18 Proof of Insurability (Insert)
- Form 19 Revenue Disclosure (non-public Proposer)
- Form 20 List of Proposer's Commitments
- Form 21 Audited Financial Statements
- Form 22 Charitable Contribution Certification
- Form 23 Transitional Job Opportunities Preference Application
- Form 24 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Form 25 Request for Disabled Veteran Business Enterprise Preference Program Consideration
- Form 26 Community Business Enterprise Form (CBE)
- Form 27 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
- Form 28 Offer to Perform and Acceptance of Terms and Conditions

(Form 29 – 31-A Cost Forms, included in Cost Proposal)

## 7.8 Cost Proposal Format

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

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- Pricing Sheet - Form 30
- Line Item Budget – Form 31
- Budget Narrative – Form 31-A
- Certification of Independent Price Determination & Acknowledgement of RFP Restrictions - Form 29

## 7.9 Firm Offer/Withdrawal of Proposal

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

## 7.10 Proposal Submission

### Business Proposal

The original Business Proposal and five (5) copies 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:

**Business Proposal for  
Preparation and Support for Families Adopting  
Children with Special Needs  
RFP #14-0031**

### Cost Proposal

The original Cost Proposal and five (5) copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**Cost Proposal for  
Preparation and Support for Families Adopting  
Children with Special Needs  
RFP #14-0031**

The Proposal(s) shall be delivered or mailed to:

Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: Contracts Administrator (P&S Services)

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Subsection 7.2, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of eighteen (18) months following the last day to submit proposals.

## **8.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin after the close of the RFP submission date on August 26, 2015. Please allow sufficient time to submit your proposals, including the time to locate parking, deliver your proposal(s) to the correct location, and obtain a receipt. Proposals will not be accepted after 12:00 PM on August 26, 2015.

8.1.1 The selection process consists of three phases:

8.1.1.1 Phase One is a pass or fail review determination of the Proposer's adherence to minimum qualifications in Section 3.0, Proposer's Minimum Mandatory Qualifications; proposal format and instruction listed in Subsection 7.6, Preparation of the Proposal; Subsection 7.7, Business Proposal Format; and Subsection 7.8, Cost Proposal Format.

- 8.1.1.1.1 Proposals received by August 26, 2015, at 12:00 PM, PST, will be reviewed for responsiveness and responsibility of Phase One of the selection process. Proposals received after the deadline are non-responsive and will be returned to the Proposer.
  - 8.1.1.1.2 Any Proposer who submits a proposal that is incomplete and/or has incomplete or missing forms may be disqualified and their proposal may be eliminated from further consideration, at the discretion of the County.
  - 8.1.1.1.3 Proposals that fail to satisfy these requirements may be eliminated from the Proposal review.
- 8.1.1.2 Phase Two is a scored evaluation of the proposal. Proposals that pass Phase One of the selection process will then be evaluated by an evaluation committee in Phase Two.
- 8.1.1.2.1 A review of the Proposer's Qualifications (Section B of proposal), Approach to Providing Services (Section C of proposal), and Quality Control Plan (Section D of proposal) of the Business Proposal shall be conducted.
  - 8.1.1.2.2 An evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor.
- 8.1.1.3 Phase Three consists of potential deductions for the Contractor Alert Reporting Database (CARD), inability to contact Proposer's reference(s), and significant exceptions to the Terms and Conditions of the Sample Contract.
- 8.1.1.3.1 Proposals evaluated in Phase Two will then be progressed to Phase Three where points will be deducted for CARD, inability to contact proposer's reference(s), and significant exceptions to the Terms and Conditions of the Sample Contract. Each exception listed in Section E (Acceptance/Exceptions to Terms and

Conditions) of your proposal shall be reviewed to determine its impact on the proposed Contract. Deduction shall be applied to each exception submitted.

- 8.1.2 The scores of Proposals completing all three phases will be calculated and ranked in numerical sequence from high to low.
- 8.1.3 The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.
- 8.1.4 After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.
- 8.1.5 The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.
- 8.1.6 The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

All proposals will be evaluated based on the criteria listed below.

## **8.2 Adherence to Minimum Requirements (Pass/Fail)**

County shall review the Proposer's Organization Questionnaire/Affidavit - Form 1 of Appendix D, Required Forms, and determine if the Proposer meets the mandatory minimum requirements as outlined in Subsection 3.0 of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

## **8.3 Disqualification Review**

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

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

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

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

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

Proposer can also be disqualified for non-responsibility – See Subsection 5.8

#### **8.4 Business Proposal Evaluation and Criteria (80%)**

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

##### **8.4.1 Proposer's Qualifications (30% of the Total Possible Points)**

1. Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

2. Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. Proposers are allowed to use their contracts with other County Departments as references for this RFP. However, Proposers are **not allowed** to use their contracts with DCFS as a reference for this solicitation. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.
3. A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.3 of the proposal.
4. Evaluation of the proposer's financial capability is based on information provided in Section B.4 of the proposal. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

**8.4.2 Proposer's Approach to Providing Required Services (40% of the Total Possible Points)**

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the proposal.

**8.4.3 Quality Assurance Plan (10% of the Total Possible Points)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Assurance Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Assurance Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary based on the information provided in Section D of the proposal.

**8.4.4 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work**

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix

A, and the Requirements of the Statement of Work outlined in the Statement of Work, Appendix B, as stated in Section E of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

## **8.5 Cost Proposal Evaluation Criteria (20%)**

Proposer shall submit a separate Cost proposal in the format described below. Failure to comply with these provisions may, at the sole discretion of the Director of DCFS, result in disqualification of the proposal.

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Therefore, the Proposer should strive to meet these objectives. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an objective to engage in cost effective endeavors to achieve potential savings.

Bid prices must be firm and fixed during the term of the contract. There will be no cost-of-living adjustments during the term of the contract.

All Proposers' Cost Proposals will be evaluated separately from the Business Proposals. The maximum number of possible points for the cost proposal will be awarded to the lowest priced cost proposal submitted.

### **8.5.1 Breakdown of Total Possible Points**

The evaluation of a Cost Proposal is divided into two parts: (1) evaluation of the actual dollar amount proposed (10%), and (2) evaluation of the budget narrative and line item budget (10%). Points for all criteria evaluated will be combined to determine the overall score of a Cost Proposal.

#### **8.5.1.1 Evaluation of Cost (10% of Total Possible Points)**

The method used to evaluate cost gives the highest possible number of points to the lowest cost proposal (lowest cost is one of two categories scored in the Cost Proposal Evaluation). All other proposals will receive points in this category based on the price quoted. This

evaluation method is commonly used by DCFS, other County Departments, other counties within the State, and other states across the country.

8.5.1.1.1 Proposed Rate/Unit Rate shall be inclusive of Direct and Indirect cost of providing service(s).

8.5.1.2 Evaluation of Budget Narrative and Line Item Budget (10% of Total Possible Points)

The Budget Narrative, explanations/descriptions of costs within each category of services, will be scored on their demonstration of how the cost will fulfill the requirements of the contract. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item.

The line item budget, a detailed listing of funds that the proposer allocates to each cost category, will be reviewed to ascertain if each line item is allowable and applicable to the services; and will be scored to determine if the proposed costs are reasonable and sufficient for the term of the contract.

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

However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference or the Disabled Veteran Business Enterprise Preference, the cost component points will be determined as follows:

**Local SBE Preference:** Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

**Transitional Job Opportunities Preference:** Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

**Disabled Veteran Business Enterprise Preference:** Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

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

### **8.6.1 Departmental Debriefing Process**

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

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 8.6.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

### **8.6.2 Proposed Contractor Selection Review**

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
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:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by State or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative 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 County Independent Review. (see Section 8.7 below)

## **8.7 County Independent Review Process**

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

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

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review 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 one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 8.6.2 above.

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

**APPENDIX A**

**SAMPLE CONTRACT**

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

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**NAME OF AGENCY**

**CONTRACT NUMBER XXXXX**

**Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020**

COUNTY OF LOS ANGELES  
 DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL  
 NEEDS**

**TABLE OF CONTENTS**

Section Number and Title	Page
<b>RECITALS</b> .....	<b>1</b>
<b>PART I: UNIQUE TERMS AND CONDITIONS</b> .....	<b>2</b>
1.0 APPLICABLE DOCUMENTS .....	2
2.0 DEFINITIONS .....	3
3.0 TERM OF CONTRACT .....	4
4.0 CONTRACT SUM .....	4
5.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	6
6.0 INSURANCE COVERAGE.....	9
7.0 INVOICES AND PAYMENTS.....	11
8.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	13
9.0 CONFIDENTIALITY .....	14
10.0 CONTRACTOR’S STAFF IDENTIFICATION .....	15
11.0 HOURS OF OPERATION .....	16
12.0 CASE RECORDS .....	17
13.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM .....	17
<b>PART II: STANDARD TERMS AND CONDITIONS</b> .....	<b>19</b>
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR .....	19
2.0 ADMINISTRATION OF CONTRACT – COUNTY .....	19
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	20
4.0 ASSIGNMENT AND DELEGATION.....	20
5.0 AUTHORIZATION WARRANTY .....	21
6.0 BUDGET REDUCTION.....	21

7.0	CHANGES AND AMENDMENTS .....	21
8.0	CHILD ABUSE PREVENTION REPORTING.....	22
9.0	CHILD SUPPORT COMPLIANCE PROGRAM.....	23
10.0	COMPLAINTS.....	23
11.0	COMPLIANCE WITH APPLICABLE LAWS .....	24
12.0	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	25
13.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	26
14.0	CONDUCT OF PROGRAM.....	27
15.0	CONFLICT OF INTEREST .....	27
16.0	CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN)/GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS .	28
17.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST.....	28
18.0	CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	29
19.0	CONTRACTOR ALERT REPORTING DATABASE (CARD) .....	29
20.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	29
21.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	31
22.0	CONTRACTOR'S WORK .....	32
23.0	COUNTY'S QUALITY ASSURANCE PLAN.....	32
24.0	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	32
25.0	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	33
26.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	33
27.0	EMPLOYEE BENEFITS AND TAXES .....	33
28.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	33
29.0	EVENTS OF DEFAULT .....	34
30.0	FACSIMILE REPRESENTATIONS.....	35
31.0	FAIR LABOR STANDARDS.....	35

32.0	FIXED ASSETS .....	35
33.0	FORCE MAJEURE .....	35
34.0	FORMER FOSTER YOUTH CONSIDERATION.....	36
35.0	GOVERNING LAW, JURISDICTION, AND VENUE .....	37
36.0	INDEMNIFICATION .....	37
37.0	INDEPENDENT CONTRACTOR STATUS.....	37
38.0	LIQUIDATED DAMAGES.....	38
39.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY’S WEBVEN .....	39
40.0	MOST FAVORED PUBLIC ENTITY.....	39
41.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	39
42.0	NON EXCLUSIVITY.....	41
43.0	NOTICE OF DELAYS .....	41
44.0	NOTICE OF DISPUTE.....	41
45.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .	41
46.0	NOTICES.....	41
47.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	42
48.0	PROPRIETARY RIGHTS.....	42
49.0	PUBLIC RECORDS ACT .....	43
50.0	PUBLICITY .....	44
51.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	45
52.0	RECYCLED-CONTENT PAPER.....	46
53.0	SAFELY SURRENDERED BABY LAW .....	46
54.0	SHRED DOCUMENT .....	47
55.0	SUBCONTRACTING .....	47
56.0	TERMINATION FOR CONTRACTOR’S DEFAULT .....	47
57.0	TERMINATION FOR CONVENIENCE .....	49
58.0	TERMINATION FOR IMPROPER CONSIDERATION.....	50

59.0	TERMINATION FOR INSOLVENCY .....	50
60.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	51
61.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	51
62.0	TIME OFF FOR VOTING .....	51
63.0	USE OF FUNDS .....	52
64.0	VALIDITY .....	52
65.0	WAIVER.....	52
66.0	WARRANTY AGAINST CONTINGENT FEES.....	52
67.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION.....	52

**EXHIBITS**

EXHIBIT A	STATEMENT OF WORK
EXHIBIT B	LINE ITEM BUDGET AND BUDGET NARRATIVE
EXHIBIT B-1	PRICING SHEET
EXHIBIT C	CONTRACTOR’S Equal Employment Opportunity (EEO) Certification
EXHIBIT D	CONTRACTOR’S Acknowledgement and Confidentiality Agreement
EXHIBIT D-1	CONTRACTOR’S Non-Employee Acknowledgment and Confidentiality Agreement
EXHIBIT D-2	CONTRACTOR’S Employee Acknowledgment and Confidentiality Agreement
EXHIBIT E	Auditor-Controller Contract Accounting and Administration Handbook
EXHIBIT F	Internal Revenue Notice 1015
EXHIBIT G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
EXHIBIT H	Safely Surrendered Baby Law Fact Sheet
EXHIBIT I	CONTRACTOR’S Administration
EXHIBIT J	COUNTY’S Administration
EXHIBIT K	Charitable Contributions Certification
EXHIBIT L	Certification of Compliance with the COUNTY’S Defaulted Property Tax Reduction Program
EXHIBIT M	Confidentiality of CORI Information

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING  
CHILDREN WITH SPECIAL NEEDS**

Preparation and Support (P&S) for Families Adopting Children with Special Needs (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20XX, by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

\_\_\_\_\_  
hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for services for Preparation and Support for Families Adopting Children with Special needs; and

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

WHEREAS, this Contract shall provide training to educate prospective adoptive parents in the areas of prenatal substance exposure, biological vulnerabilities, multiple placements, abuse and neglect; prepare them for the challenges of parenting and providing permanency to children with special needs, and provide supportive services before, during and after the transition of children from foster care to adoptions; and

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous contracts, 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, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 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.
- 1.3 Exhibits A, B, B-1 C, D, D-1, D-2, E, F, G, H, I, J, K, L, and M, set forth below, are attached to and incorporated by reference in this Contract. 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, goods, service, or other work, or otherwise between the base Contract, Statement of Work, and Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits.

Exhibit A	Statement of Work
Exhibit B	Line Item Budget and Budget Narrative
Exhibit B-1	Pricing Sheet
Exhibit C	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit D	CONTRACTOR's Acknowledgement and Confidentiality Agreement
Exhibit D-1	CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit D-2	CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
Exhibit E	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit F	Internal Revenue Notice 1015
Exhibit G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit H	Safely Surrendered Baby Law Fact Sheet
Exhibit I	CONTRACTOR's Administration
Exhibit J	COUNTY's Administration

Exhibit K	Charitable Contributions Certification
Exhibit L	Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
Exhibit M	Confidentiality of CORI Information

## 2.0 DEFINITIONS

2.1 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:** the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- B. **Contract:** this agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- C. **CONTRACTOR:** the sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the COUNTY.
- D. **COUNTY:** the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- E. **COUNTY's Board of Supervisors:** the governing body of the County of Los Angeles.
- F. **COUNTY's Program Manager (CPM):** COUNTY representative responsible for daily management of contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. **Day or Days:** whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- H. **DCFS:** COUNTY's Department of Children and Family Services
- I. **Director:** COUNTY's Director of Children and Family Services or his or her authorized designee.
- J. **Fiscal Year(s):** the twelve (12) month period beginning July 1st and ending the following June 30th.

- K. **Maximum Contract Sum:** the total amount to be paid under this contract.
- L. **Participant:** a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- M. **Program:** the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

### **3.0 TERM OF CONTRACT**

- 3.1 The term of this Contract shall commence on XXXXXXXX, 2016, or the date of execution by the Director of DCFS, whichever is later, and shall expire on XXXXXXXX, 2017, or one year from the date of execution by the Director of DCFS, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the term of this contract for up to two additional one-year periods for a maximum Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS 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.
- 3.3 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.
- 3.4 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 Program Manager.
- 3.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after Chief Executive Office approval, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

### **4.0 CONTRACT SUM**

- 4.1 The Maximum Annual Contract Sum for this contract is \$XXXXXX. The Maximum Contract Sum for the three-year term of this contract if all options to extend are exercised is \$XXXXXXXX.
- 4.2 COUNTY and CONTRACTOR agree that this is a cost reimbursement Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B, Line Item Budget, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 7.0, Invoices and Payments, of this Contract.
- 4.3 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. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 4.4 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.
- 4.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit J, County's Administration.
- 4.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit B, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and 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 Program Manager for approval.

## **5.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

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 5.1 and 5.2 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.

### **5.1 Evidence of Coverage and Notice to COUNTY**

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, 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.

## **5.2 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.

## **5.3 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.

**5.4 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. 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.

**5.5 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.

**5.6 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.

**5.7 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.

**5.8 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.

**5.9 Claims Made Coverage**

If any part of the Required Insurance is written on 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.

**5.10 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.

**5.11 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.

**5.12 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.

**5.13 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.

**6.0 INSURANCE COVERAGE**

**6.1 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

## 6.2 **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.

## 6.3 **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 thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## 6.4 **Professional Liability/Errors and Omissions**

Insurance covering liability arising from or related to this Contract, any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 6.5 **Sexual Misconduct Liability**

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

## 7.0 INVOICES AND PAYMENTS

- 7.1 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 the Line Item Budget, and in the format prescribed by the COUNTY (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 7.2 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 (5) 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 Program Manager.
- 7.3 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.
- 7.4 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, A-122, Cost Principles for Non-Profit Organizations. 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>

- 7.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

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

- 7.6 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.
- 7.7 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.
- 7.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, 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 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.
- 7.9 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.

- 7.10 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.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 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 of whether the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 8.4 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.
- 8.5 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.
- 8.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any

crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **9.0 CONFIDENTIALITY**

- 9.1 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.
- 9.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 9.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D, "Contractor's Acknowledgement and Confidentiality Agreement."
- 9.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 9.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-1, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 9.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 9.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 9.8 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 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 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.
- 9.9 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.
- 9.10 Confidentiality Requirements for Probation Department
- 9.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.
- 9.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit M, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **10.0 CONTRACTOR'S STAFF IDENTIFICATION**

10.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

## **11.0 HOURS OF OPERATION**

11.1 CONTRACTOR's delivery sites shall, to the extent possible, make services available during non-traditional hours to remove barriers, to family participation, CONTRACTOR shall adhere to the following hours of operations:

11.1.1 Service delivery regular hours Monday through Friday from 9 a.m. to 5 p.m.

11.1.2 Service delivery non-traditional hours Monday through Thursday 5:01 p.m. to 8 p.m.

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

11.3 CONTRACTOR shall submit to the County Program Manager data outlining how client needs will be met with any requests to modify service delivery site hours of operation.

11.4 CONTRACTOR'S Program Director or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the daily operation of this Contract, and shall be available during the COUNTY's regular business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to COUNTY inquiries and to discuss problem areas.

11.5 CONTRACTOR shall not be required to work on the following COUNTY Holidays, with the exception of those services by CONTRACTOR that are provided to the Emergency Response Command Post:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day, (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25)

## **12.0 CASE RECORDS**

CONTRACTOR shall develop and maintain a written case record for each family receiving the P&S services during the Contract term and make them available within five (5) calendar days upon request by COUNTY. Each case record shall include, but not be limited to the following:

- 12.1 The P&S services referral from the CPM.
- 12.2 The intake/assessment documentation completed by CONTRACTOR which includes the date and signature of staff conducting the intake/assessment.
- 12.3 The case progress notes from the CONTRACTOR documenting the services provided and the family's progress. Case progress notes shall include, at a minimum, the date, time spent, the persons were present, the issues discussed, the family's progress and the signature of staff providing the services.
- 12.4 A log documenting time and date of P&S presentation provided at PS-MAPP sessions, and the names of the presenters.
- 12.5 Records of families recruited from the PS-MAPP sessions attended all or some of the Pre-Adoptive training modules
- 12.6 Records of families who completed all or some of the Pre-Adoptive training modules participated in the assessments/consultations, and aftercare services.
- 12.7 CONTRACTOR shall maintain terminated case records for a minimum of five (5) years after each Contract period. These records shall be made available to the COUNTY upon demand. All records shall be kept in accordance with the Contract, Part II – Standard Terms and Conditions, Section 51.0, Record Retention and Inspection/Audit Settlement.

## **13.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 13.1 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.
- 13.2 The 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.
- 13.3 The 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.

- 13.4 If the Contractor has obtained 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:
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;
  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
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 CONTRACTOR's Program Director**

CONTRACTOR's Program Director is designated in Exhibit I, CONTRACTOR's Administration. CONTRACTOR will notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Director 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 J, County's Administration. The county will notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **2.1 The responsibilities of the COUNTY 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;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- overseeing the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

#### **2.2 The COUNTY 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.

### **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 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 person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, 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 calendar 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 to the Contract 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 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.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 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 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 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Standard Terms and Conditions, Section 55.0, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **10.0 COMPLAINTS**

10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

- 10.2 Within five (5) business days after the Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.
- 10.2.3 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.
- 10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 10.4 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.
- 10.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

## **11.0 COMPLIANCE WITH APPLICABLE LAWS**

- 11.1 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.
- 11.1.1 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.

- 11.1.2 For contract 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).
- 11.2 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.
- 11.3 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 Section 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 to 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.

## **12.0 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 C, Contractor's Equal Employment Opportunity (EEO) Certification.

### **13.0 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 G, and incorporated by reference into and made a part of this Contract.

#### **13.1 Written Employee Jury Service Policy**

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 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.

#### **14.0 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.

#### **15.0 CONFLICT OF INTEREST**

15.1 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.

15.2 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.

#### **16.0 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN)/GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS**

16.1 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. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

#### **17.0 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.

## **18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

18.1 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 E, Auditor-Controller Contract Accounting and Administration Handbook.

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

## **19.0 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.

## **20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **20.1 Responsible Contractor**

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

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

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

### **20.3 Non-responsible Contractor**

The COUNTY may debar a Contractor if the 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.

#### **20.4 Contractor Hearing Board**

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

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

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

20.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it

finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.

20.4.6 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.

20.5 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: [http://lacounty.info/doing\\_business/DebarmentList.htm](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>

## **21.0 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 K, Charitable Contributions Certification, the County seeks to ensure that

all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor 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).

## **22.0 CONTRACTOR'S WORK**

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 22.2 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.

## **23.0 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 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.

## **24.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 24.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 24.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand

**25.0 WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

**26.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in paragraph 25.0, “WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM”, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**27.0 EMPLOYEE BENEFITS AND TAXES**

27.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

27.2 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.

**28.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

28.1 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.

28.2 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.

## **29.0 EVENTS OF DEFAULT**

### **29.1 Default for Non-Performance**

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

29.1.1 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

29.1.2 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.

### **29.2 Default for Insolvency**

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

29.2.1 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;

29.2.2 The filing of a voluntary petition in bankruptcy;

29.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

### 29.3 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.

### **30.0 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Part II, Section 7.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **31.0 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.

### **32.0 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 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.

### **33.0 FORCE MAJEURE**

- 33.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 33.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 33.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

#### **34.0 FORMER FOSTER YOUTH CONSIDERATION**

- 34.1 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, Standard Terms and Conditions, Sections 17.0 and 16.0, 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

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

### **35.0 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.

### **36.0 INDEMNIFICATION**

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

### **37.0 INDEPENDENT CONTRACTOR STATUS**

- 37.1 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.
- 37.2 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.

- 37.3 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.
- 37.4 CONTRACTOR shall cause each employee performing services covered by this Contract to adhere to the provision stated in Part I, Section 8.0, Confidentiality, and sign to Exhibit D-2, "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 Exhibit D-1, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

### **38.0 LIQUIDATED DAMAGES**

- 38.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 38.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct

a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is agreed upon at such time, 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.

38.3 The action noted in Sub-section 38.2 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.

38.4 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 38.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

#### **39.0 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://camisvr.co.la.ca.us/webven> (There are underscores in the address between the words 'doing business' and 'main db'.)

#### **40.0 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.

#### **41.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 41.1 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.
- 41.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.
- 41.3 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.
- 41.4 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.
- 41.5 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.
- 41.6 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.
- 41.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination

by the California Fair Employment 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.

41.8 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.

#### **42.0 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.

#### **43.0 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.

#### **44.0 NOTICE OF DISPUTE**

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

#### **45.0 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 F.

#### **46.0 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 Exhibit I, CONTRACTOR's Administration and Exhibit J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Department Head shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

#### **47.0 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.

#### **48.0 PROPRIETARY RIGHTS**

48.1 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.

48.2 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.

- 48.3 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."
- 48.4 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 47.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 48.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 47.4 for:
- 48.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 47.3;
- 48.5.2 Any materials, data and information covered under Sub-section 47.2; and
- 48.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 48.6 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.
- 48.7 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.
- 48.8 The provisions of Sub-sections 48.5, 48.6, and 48.7 shall survive the expiration or termination of this Contract.

## **49.0 PUBLIC RECORDS ACT**

- 49.1 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 51.0 - Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and 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.
- 49.2 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.

## **50.0 PUBLICITY**

- 50.1 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:
- 50.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 50.1.2 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 Project Director. The COUNTY shall not unreasonably withhold written consent.
- 50.2 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 section shall apply.

## **51.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 51.1 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.
- 51.2 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 such material, including, but not limited to, 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.
- 51.3 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).

- 51.4 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.
- 51.5 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.
- 51.6 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 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

## **52.0 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.

## **53.0 SAFELY SURRENDERED BABY LAW**

- 53.1 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](http://www.babysafela.org).

#### 53.2 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 H of this Contract, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### 54.0 SHRED DOCUMENT

54.1 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.

54.2 Documents for record and retention purposes in accordance with Subsection 50.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

### 55.0 SUBCONTRACTING

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

### 56.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

56.1.1 CONTRACTOR has materially breached this Contract; or

- 56.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 56.1.3 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.
- 56.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 56.1, 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.
- 56.3 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 56.2 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.
- 56.4 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 56.3, the rights and

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

56.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 56.1, 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 56.2, 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 (5) 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.

56.5.1 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, Standard terms and Conditions, Section 36.0, Indemnification.

56.6 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.

## **57.0 TERMINATION FOR CONVENIENCE**

57.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder 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 10 days after the notice is sent.

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

57.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

57.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

57.3 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, Record Retention and Inspection/Audit Settlement.

## **58.0 TERMINATION FOR IMPROPER CONSIDERATION**

58.1 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.

58.2 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.

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

## **59.0 TERMINATION FOR INSOLVENCY**

59.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

59.1.1 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;

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

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

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

59.2 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.

#### **60.0 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.

#### **61.0 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.

#### **62.0 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every

statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **63.0 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.

### **64.0 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.

### **65.0 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.

### **66.0 WARRANTY AGAINST CONTINGENT FEES**

66.1 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.

66.2 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.

### **67.0 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 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 on its behalf by the Director of the Department and Children and Family Services, and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this contract.

COUNTY OF LOS ANGELES

CONTRACTOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Name of Agency

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

Philip L. Browning, Director  
Department of Children and  
Family Services

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

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

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

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

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

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

XXXXXXXXXXXXXXXXXXXX

Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
JOHN KRATTLI, COUNTY COUNSEL

By \_\_\_\_\_

David Beaudet, Senior Deputy County Counsel

## **APPENDIX B**

# **STATEMENT OF WORK**

(Exhibit A to Sample Contract)

Preparation and Support for Families Adopting Children  
with Special Needs  
**STATEMENT OF WORK**

**TABLE OF CONTENTS**

Section Number and Title	Page
1.0 PREAMBLE.....	1
2.0 INTRODUCTION.....	1
3.0 DEFINITIONS.....	2
4.0 PROGRAM MANAGEMENT REQUIREMENTS.....	6
5.0 CONTRACTOR’S GENERAL RESPONSIBILITIES.....	7
6.0 STAFFING REQUIREMENTS.....	8
7.0 TARGET POPULATION.....	9
8.0 SERVICE DELIVERY SITE(S).....	9
9.0 SCOPE OF WORK.....	9
10.0 PRESENTATIONS AND RECRUITMENT.....	10
11.0 CASE CONSULTATIONS/ASSESSMENTS.....	11
12.0 PRE-ADOPTIVE TRAINING SERIES.....	12
13.0 THERAPEUTIC GRIEF INTERVENTIONS SERVICES.....	14
14.0 MULTI-DISCIPLINARY SERVICES.....	15
15.0 REPORTS AND RECORD KEEPING.....	16
16.0 QUALITY ASSURANCE PLAN.....	17
17.0 QUALITY ASSURANCE MONITORING.....	18
18.0 TRANSFER OF RECORDS.....	18
19.0 PERFORMANCE BASED OUTCOME MEASURES.....	18
SOW Exhibits:	
A-1 PERFORMANCE REQUIREMENTS SUMMARY.....	20
A-2 PERFORMANCE OUTCOME GOALS.....	21
A-3 USER COMPLAINT REPORT.....	23

## **1.0 PREAMBLE**

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

The County of Los Angeles' 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 three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **2.0 INTRODUCTION**

The Department of Children and Family Services (DCFS) has identified specific social and behavioral challenges that impede the adoption process of older children, and children who have been prenatally exposed to substances abuse of drugs and/or alcohol.

Preparation and Support for Families Adopting Children with Special Needs (P&S) is a training program designed to prepare prospective adoptive families for the challenges of parenting and providing permanency to children with special needs. P&S participants are required to complete the standard Permanency and Safety - Model Approach to Partnerships in Parenting (PS-MAPP) courses (or its equivalent) offered by the COUNTY prior to this training. The goal of the P&S training sessions are to educate participants in the areas of prenatal substance exposure, biological vulnerabilities, multiple placements, abuse and neglect, which children waiting to be adopted have been unfavorably impacted by these social ills. The sessions are guided by the principles, consistently confirmed by adoption research, that thorough education helps prospective adoptive parents make informed decisions, and that the better the preparation, the more satisfied parents are with the adoption.

DCFS has also identified that another barrier to finding permanency is that some of the children who are waiting to be adopted present a complex set of behavioral and emotional challenges. They need to not only be assessed by a multi-disciplinary team to determine how to best recruit a family for them, but any identified family needs to know what it would take to parent the child so that they can make an informed decision as to whether they can meet the needs of that child.

Further, DCFS has seen that families who participated in concurrent planning would drop out as foster/adoptive parents because they would feel so traumatized when the child in their care was removed due to reunification with their birth parent, placement with a sibling, or placement with a relative.

### **3.0 DEFINITIONS**

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

- 3.1 “Adoption”- is a legal process in which a child is freed from his or her birth parents by relinquishment, consent or termination of parental rights and placed with applicants who have been approved to take the child into their own family and raise the child as their own with all of the rights and responsibilities granted thereto including the right of inheritance.
- 3.2 “Adoptive Parents” – are single persons or couples who have adopted a child or children through Los Angeles County Department of Children and Family Services, Adoptions Division.
- 3.3 “Adoptive Placement” – is the placement of a child into a family’s home with the intent of permanence through adoption. Adoptive placement occurs only after the child’s parental rights have been terminated.
- 3.4 “Adoption Triad” – is an adoption situation where there are three people impacted by the process – the birth parents, the child, and the adoptive parents.
- 3.5 “Bi-cultural” – is someone who is of two distinct cultures and identifies themselves as both of them.
- 3.6 “Bio-psycho-social Assessment” – is an evaluation that assesses aspects of the person from a medical, psychological, and social standpoint.
- 3.7 “Biological Vulnerabilities” – are any biological circumstance that may impact the normal processes and or potentials of a child’s growth and development. These may include a birth defect and or an early onset of

some sort of disability because of the parents' history of substance abuse, psychiatric disabilities, and/or health challenges.

- 3.8 "Case Consultation" – is a meeting where a multi-disciplinary team provides DCFS and the prospective adoptive family information regarding the results of the review of the child's records, including medical history, developmental assessments, academic history (if applicable), and placement history. The consultation includes an identification of the needs of the child and the services and interventions needed to meet the needs of the child. It may also include the results of a multi-disciplinary assessment of the child.
- 3.9 "Child Abuse" – is non-accidental commission of injuries against the child by or allowed by a parent(s)/guardian(s) or other person(s). The term also includes emotional, physical, severe physical, and sexual abuse as defined in Sections 31-002(c) (8) (A) through (D) of the Welfare and Institutions Code (WIC).
- 3.10 "Children's Social Worker" (CSW) – is a Social Workers employed with DCFS that provides a wide variety of professional social casework or related child welfare services to children under the supervision of DCFS as well as to their families.
- 3.11 "Children with Special Needs" – are children in foster care who have or are at risk of having emotional, developmental, prenatal exposure to alcohol and other drug abuse, and/or behavioral challenges related to issues of loss and trauma or biological vulnerabilities.
- 3.12 "Concurrent Planning" – is a process of planning for permanency—for a child by reunifying the child with birth parents and at the same time identifying prospective adoptive families should the reunification not occur, thus reducing timelines to permanency for the child.
- 3.13 "Counseling"- is a process that provides an avenue to help people address personal and interpersonal functioning. It can occur in individual, family, or group settings. Counseling is designed to help people improve well-being, alleviate distress and maladjustment, and resolve crises as well as provide psychological assessment, diagnosis, and treatment of psychopathology.
- 3.14 "Consultation Services" – are the use of a multi-disciplinary approach to evaluate the full functioning of a child based on a review of the records and/or meetings with the child.

- 3.15 “CONTRACTOR’s Program Director” (CPD) – is CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 3.16 “Court Dependent Children” – are children for whom the court has made a finding based on the Welfare and Institutions Code to removes the legal custody of that child from the parent or guardian, and has made an order to place the child under the care and supervision of the Juvenile Court.
- 3.17 “Developmental Evaluation” – is an evaluation of a child to determine the child’s developmental level as compared to the expected development of children of the same age.
- 3.18 “Fost-adoptive Placement” – is the placement of a child whose parental rights have not been terminated on a foster care basis with approved adoptive applicants who have been certified or licensed as foster parents and who intends to adopt the child once parental rights are terminated.
- 3.19 “Group Support Services” – are counseling services in which there is more than one client at a time, and each individual participate and process his/her issues in a group setting. This type of services enables individual participants to offer help and advice to each other.
- 3.20 “Home Study or Family Assessment” – is the standardized process used to assess a family’s appropriateness for adoption as required by State adoption regulations. An adoption home study or family assessment must be conducted under the auspices of a State licensed agency. The home study or family assessment must be conducted by a person with a Master Degree in Social Work (MSW). It includes the social investigation, study and preparation of a family who wishes to adopt. This includes visits to the home, interviews with family members, criminal and child abuse background checks, verification of employment and income, assessment of the applicant’s family, mental, emotional, medical, and marital history.
- 3.21 “Multi-disciplinary Team” – is a team of three or more persons who are qualified in specialized areas who work together to provide a broad range of services. The Multi-disciplinary Team members shall be capable of conducting a thorough bio-psycho-social assessment of a child.
- 3.22 “Multiple Risk Factors” – are the identification of more than one identified factor that could impact the health safety or well-being of a child.
- 3.23 “Neglect” – is the failure of a parent(s)/guardian(s) or caretaker(s) to provide the care and protection necessary for the child’s healthy growth and development. Neglect occurs when children are physically or

psychologically endangered. The term includes both severe and general neglect as defined by Penal Code Section 11165.2.

- 3.24 “Permanency” – is the legal and emotional connection a child has with an adult. The first preference of permanency for children is to have them reside with their birth parents. When they cannot do that safely, then permanency is sought through adoptions or legal guardianship.
- 3.25 “Permanency & Safety-Model Approach to Partnerships in Parenting” (PS-MAPP) – is a series of educational courses with an established curriculum that prospective adoptive parents are required to attend as part of the home study or family assessment process. These courses are available for the prospective adoptive parents at no cost through DCFS Adoption and Permanency Resources Division via contracts with the Community Colleges.
- 3.26 “Prenatal Substance Exposure” – are children who have been exposed to drugs or alcohol due to the substances being ingested by the mother while pregnant.
- 3.27 “Prospective Adoptive Parents” – are single persons or couples who have applied to adopt a child or children through Los Angeles County Department of Children and Family Services, Adoptions Divisions.
- 3.28 “Regional Centers” – is nonprofit private corporations that contract with the Department of Developmental Services to provide or coordinate services and supports for individuals with developmental disabilities.
- 3.29 “Therapeutic Grief Intervention” – is a specific type of therapy that address loss and grieve issues of prospective adoptive families that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents’ home or may be transitioned out of their home for the purposes of reunification or to be placed with a relative or sibling.
- 3.30 “Training Modules” – is a series of three 3-hour training provided by the CONTRACTOR to help prospective adoptive families learn more about children with special needs who are dependants of the court.
- 3.31 “Transitional Adoptive Placement” – is a series of planned visits between the child and the prospective adoptive family that occurs before the child moves in with the family to help them get to know each other.
- 3.32 “Quality Assurance Plan” (QAP) – is a plan developed by the Contractor that defines the measures to be taken to document delivery of services and any other agreed upon related contract activity. The Contractor’s

QAP describes specifies as to how the objectives were achieved in relation to compliance with the contract requirements, e.g., timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work (SOW) .

#### **4.0 PROGRAM MANAGEMENT REQUIREMENTS**

4.1 The COUNTY shall designate a Program Manager (CPM) who shall be responsible for monitoring CONTRACTOR's activities and providing technical guidance to assist CONTRACTOR in meeting or exceeding program SOW objectives and requirements.

4.1.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance on the day-to-day operation of this Contract.

4.1.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

4.1.3 The CPM is not authorized to make any changes to 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.

4.1.4 The CPM, responsible for daily management of Contract operation and overseeing monitoring activities, is:

CPM: Sari Grant, CSA III  
County of Los Angeles  
Department of Children and Family Services  
Adoption and Permanency Resources Division  
532 E. Colorado Blvd.  
Pasadena, California 91101

4.2 COUNTY shall have the right to monitor, review and audit CONTRACTOR for compliance with this Contract, SOW, and all applicable rules and regulations related to P&S CONTRACTOR. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.

4.3 The CPM shall be responsible for monitoring the CONTRACTOR for compliance to ensure that the participants served are eligible for P&S services. CPM monitoring will include assurance that the CONTRACTOR meets or exceeds program objectives and requirements.

- 4.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-3, for every instance in which tasks defined in the SOW are not met.
- 4.5 The CPM shall refer individuals considering adoption who completed the PS-MAPP training and children who are adoptable to the CONTRACTOR for case consultations and assessments.
- 4.6 The CPM or designee shall identify cases for consultation based on referrals received by DCFS CSWs.
- 4.7 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of the P&S participants and their children, or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

## **5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 5.1 CONTRACTOR shall appoint a Contractor Program Director (CPD) responsible for administering and overseeing all of the services provided herein. The name and telephone number of the CPD and an alternate manager authorized to act on behalf of CONTRACTOR in the CPD's absence shall be designated in writing under, Contractor's Administration, Attachment I.
  - 5.1.1 The CPD shall work with the COUNTY Program Manager to help resolve any potential areas of difficulty before a problem occurs.
  - 5.1.2 The CPD shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR's performance. The CPD or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except legal holidays.
  - 5.1.3 The CPD or other authorized alternate shall supervise all of CONTRACTOR's personnel assigned to work under this Contract/SOW.
- 5.2 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract/SOW on behalf of the COUNTY or DCFS.
- 5.3 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.

- 5.4 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of this Contract.
- 5.5 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 5.6 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 5.7 CONTRACTOR agrees that any work performed outside the scope of this Contract shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 5.8 CONTRACTOR or designee shall attend all collaboration meetings scheduled by the COUNTY.
- 5.9 CONTRACTOR shall be available for technical reviews as requested by the CPM. Technical reviews shall be conducted annually or as determined by the CPM.

## **6.0 STAFFING REQUIREMENTS**

- 6.1 CONTRACTOR shall provide a multi-disciplinary team that includes a Pediatrician, Educational Advocate, Licensed Psychologist, Licensed Clinical Social Worker, Board Certified Child and Adolescent Psychiatrist, In-home Behavioral Specialist, Speech and Language Pathologist, and Occupational Therapist, all of whom must have a minimum of one (1) year experience handling adoptions related matters.
- 6.2 CONTRACTOR's multi-disciplinary team shall also include at least one (1) professional staff member who is bilingual and bi-cultural in Spanish and able to write both Spanish and English.
- 6.3 CONTRACTOR shall provide therapists for the Therapeutic Grief Interventions (TGI) services. Minimum requirements for the therapists include: 1) a Master's Degree with a license in clinical social work (LCSW) or a license in marriage and family therapist (LMFT), or a Doctoral degree (Ph. D.) in Psychology, and 2) experience in working with clients experiencing loss and grief.
- 6.4 The CPD shall meet the following minimum requirements:

- A Master's Degree in Social Work (MSW) with a license in Clinical Social Work or a Doctoral degree (Ph. D.) in Clinical Psychology with a license in Clinical Psychology,
- Five (5) years of experience in the field of Adoptions, and
- Two (2) years of experience overseeing a program that includes therapeutic interventions for children involved in the Child Welfare system.

6.5 The CPD shall be responsible for ensuring that all work is completed using a best practice standard compatible to the County of Los Angeles child welfare service delivery practices.

6.6 CONTRACTOR's Program shall employ sufficient support staff to maintain the program administrative functions and duties.

## **7.0 TARGET POPULATION**

There are three major target populations:

- Prospective adoptive families who are attending the DCFS PS-MAPP classes and are considering adopting a child from the Los Angeles County foster care system.
- Prospective adoptive families that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents' home for the purposes of reunification or to be placed with a relative or sibling.
- Children between the ages of 0-17 with special needs who are in need of an adoptive family. These children need to be fully assessed in order to determine what it would take for an adoptive parent to meet their needs.

## **8.0 SERVICE DELIVERY SITE(S)**

CONTRACTOR shall provide all P&S services at locations agreed upon by the CPM. CONTRACTOR shall request approval from the CPM in writing, a minimum of thirty (30) days before commencing and/or terminating services at any other location(s). The P&S classes shall be provided in a centralized location approved by the CPM. This may include a DCFS office.

## **9.0 SCOPE OF WORK**

The P&S program shall serve as a recruitment and training venue for prospective adoptive parents considering adoption. CONTRACTOR shall implement P&S services and training program in the format of Presentations and Recruitment, Case Consultation, Pre-Adoptive Trainings modules, Therapeutic Grief

Intervention (TGI), and Multi-disciplinary services. The CONTRACTOR shall conduct presentations and recruit prospective adoptive parents who consider adoption from the PS-MAPP classes offered by the County via contracts with community colleges throughout Los Angeles County. The P&S training program shall be geared towards preparing prospective adoptive families for the challenges of parenting children with special needs between the ages of 0-17. CONTRACTOR's trainings shall be in keeping with the standards as outlined herein this SOW.

## **10.0 PRESENTATIONS AND RECRUITMENT**

CONTRACTOR shall present information about prenatal drug exposure and the Contractor's specific program and services as well as recruit families to attend the Contractor's P&S classes. This shall occur at the Permanency and Safety-Model Approach to Partnerships in Parenting (PS-MAPP) classes which are sponsored by DCFS and/or its existing PS-MAPP contractors.

10.1 CONTRACTOR shall provide professional staff to conduct presentations about issues related to prenatal drug substance exposure and information about the P&S services at the PS-MAPP meetings throughout Los Angeles County at the sites determined solely by the CPM.

10.2 CONTRACTOR shall introduce the P&S services program and explain the P&S services available to prospective adoptive parents, using a well defined strategic campaign promotion to recruit PS-MAPP trained participants for the P&S services program.

10.2.1.1 CONTRACTOR shall recruit a minimum of 150 prospective adoptive parents per contract year.

10.3 CONTRACTOR shall conduct each presentation for a minimum of 30 minutes to 45 minutes in length which includes a question and answer period for open discussion on issues related to prenatal substance exposure.

10.4 CONTRACTOR shall disseminate program brochures and other information about the program.

10.5 CONTRACTOR's shall conduct a minimum of 50 P&S program presentations/recruitments (P&R), 40 in English, eight (8) in Spanish, and two (2) in English or Spanish, during each contract term.

10.5.1 CONTRACTOR shall provide bilingual and bicultural staff to conduct a minimum of eight (8) P&Rs in Spanish at the Spanish speaking PS-MAPP classes.

- 10.5.2 In consultation with the CPM, CONTRACTOR shall provide two (2) P&R in English or Spanish as needed.

## **11.0 CASE CONSULTATIONS/ASSESSMENTS**

CONTRACTOR must provide a multi-disciplinary team to conduct in-depth case consultations/assessments for a minimum of twelve (12) children with special needs who are waiting to be adopted during the contract year. The case consultations shall be a minimum of two (2) hours in length. Case consultations shall be offered to the prospective adoptive parents whether they have participated in the Pre-Adoptive Training Series listed in Section 13.0 of the SOW.

- 11.1 Each case consultation shall be conducted by a multi-disciplinary team which consists of at least three of the CONTRACTOR's staff. In consultation with the CPM, the CPD shall select the appropriate staff members based on the identified concerns and needs of the child. If the need is identified, a bi-cultural and bilingual Psychologist must conduct the consultations in Spanish.
- 11.2 CONTRACTOR's assessment of the child's records shall include medical records, developmental evaluations, foster family agency quarterly reports, school records, Regional Center reports, and any other evaluations of the child's bio-psycho-social functioning conducted by a professional.
- 11.3 CONTRACTOR shall accept only case consultations referrals from DCFS' CPM or designee.
- 11.4 CONTRACTOR shall ensure that an assessment of a child with special needs waiting to be adopted include relevant information to help prospective adoptive parents make an informed decision about adopting. In addition, the assessment shall highlight what services are needed for the child, as well as the identifiable resources that are deemed to be the best remedy to address that child's specific need.
- 11.5 CONTRACTOR must invite the case-carrying CSW, Supervising CSW, and other involved CSWs to attend each case consultation.
- 11.6 CONTRACTOR's consultation shall provide the case-carrying CSW information about the child with recommendations as to the services that the CSW should put in place in order to meet the needs of the child.
- 11.7 CONTRACTOR shall arrange for their psychologist to conduct a full developmental evaluation in the event that the child's records lack a current developmental evaluation (an evaluation conducted within the last

twelve (12) months is acceptable and can be considered, and addressed in the case consultation).

- 11.8 CONTRACTOR's staff case consultation reviews shall be in accordance with the Contract's Confidentiality provisions when reviewing pertinent records of a DCFS referred child.
- 11.9 The CPD shall provide a written report based on the assessments of the multi-disciplinary team to the case-carrying CSW within fourteen (14) calendar days of the completion of each Case Consultation.

## **12.0 PRE-ADOPTIVE TRAINING SERIES**

- 12.1 CONTRACTOR shall design a training series consisting of three core training modules that educate prospective adoptive families in the areas of psycho-social inhibitors and their effects on the growth and development of children. Training shall be geared towards the challenges of parenting and providing permanency to foster children with special needs, with a particular focus on issues involving prenatal substance exposure and other biological vulnerabilities, multiple placements, loss and grief, abuse and neglect. The training modules shall cover the following topics:

- 12.1.1 Module One: *"Parental Substance Abuse and its Effects on the Adoption Process; Understanding the Impact of Concurrent Planning on the Adoption Triad; Providing Developmentally Appropriate Responses to Children's questions about Difficult Histories"*

This module shall introduce the basic concept of Preparation and Support that includes: (1) the purpose and substance of each Pre-adoptive training module; (2) prenatal and parental substance abuse and its effects on the Adoption process; (3) dynamics of concurrent planning on the adoption triad (how the process affects involved parties); (4) a training for participants to discuss their concerns about parenting a child with prenatal substance exposure and other potential risk factors such as familial history of mental illness, trauma history, and/or multiple placements, and to process their fears and concerns associated with assisting in reunification and interactions with birth families; and (5) guidance and practice of answering children's difficult questions about parental substance use and child's history.

- 12.1.2 Module Two: *"Infants and Children with Prenatal Substance Exposure and the Impact of Multiple Risk Factors on Children's Medical, Psychological, and Behavioral Outcomes; and*

*Caregiving Strategies Across Development for Children with Complicated Backgrounds"*

This module shall include: a presentation from a Pediatrician who is knowledgeable in prenatal substance exposure and child abuse. The presentation shall include: (1) information about what is known and not known about the short and long-term effects of prenatal substance exposure; (2) the difficulty of predicting an individual child's milestone in accordance to the standard average growth and development chart; and (3) lecture on caregiving strategies and the role of temperament in understanding behaviors exhibited by children with special needs, e.g., prenatal substance exposure, impact of multiple placements, neglect, physical and or a sexually abused child.

- 12.1.3 Module Three: *"Special Considerations in Adopting Children with Prenatal Substance Exposure and/or Children Who Have Been Impacted by Multiple Risk Factors: Evidence-Based Strategies for Substance Abuse prevention, Whom to Talk to About your Child's History, Openness in Adoption, and Foster/Adoptive Parent Shares Their Experiences"*

This module shall include: (1) a presentation from a former family who has attended the modules in the past and has utilized the program's services, (2) family's disclosure of their experiences parenting an adopted child and the services they found to be most helpful, (3) parenting and substance abuse prevention strategies for children adopted from foster care, (4) recap of participants' issues from previous sessions, (5) discussion of and guidance on with whom to share information about children's histories, and (6) lecture on variables impacting success in open adoption, discussion of potential levels of openness in ongoing contact with birth/foster family members, and guidance on being open about the child being adopted and ways of incorporating "adoption" language within the family at various developmental levels.

- 12.2 CONTRACTOR shall provide a minimum of six (6) training series (each training series consists of the three (3) training modules described in subsections 13.1.1, 13.1.2, and 13.1.3) per contract year as follows:

- 12.2.1 A minimum of one (1) training series in English quarterly,
- 12.2.2 One (1) training series in Spanish,
- 12.2.3 One (1) training series in English or Spanish depending on the need as identified by the CPM or designee, and

12.2.4 Each training module shall be three (3) hours in length for a total of nine (9) hours per training series.

12.3 CONTRACTOR shall accommodate a minimum of twenty-five (25) recruited prospective adoptive parents per training module session.

### **13.0 THERAPEUTIC GRIEF INTERVENTIONS SERVICES**

CONTRACTOR shall provide Therapeutic Grief Interventions (TGI) services, including group and individual sessions, to families who have participated in concurrent planning and have been grieving the loss or potential loss of the child they hoped to adopt.

13.1 CONTRACTOR shall provide face-to-face intakes and assessments to a minimum of 12 families, per contract year.

13.2 CONTRACTOR shall ensure that prospective adoptive parents, who have been assessed and approved to participate in the individual or/and group TGI sessions, must be a certified foster family agency and approved for the program by the CPM or have an approved adoption home study or family assessment completed by DCFS.

13.3 CONTRACTOR's social worker or therapist shall conduct intakes and assess whether individual or/and group TGI sessions are most appropriate for the individuals' circumstances.

13.4 The intakes and assessments must be performed in the Contractor's office.

13.5 CONTRACTOR shall provide a minimum of once a month a 90-minute group TGI session for those families for which group TGI sessions are appropriate.

13.5.1 The group TGI sessions shall specifically address the loss and grief or potential loss of a child who was or is in the prospective adoptive parents' care and has been transitioned out of the prospective adoptive parents' home or may be transitioned out of their home for the purposes of reunification or to be placed with a relative or sibling.

13.5.2 CONTRACTOR shall facilitate the group TGI sessions in a modality that is specific for addressing this particular population and that has proven successful in supporting and retaining prospective adoptive parents.

13.5.3 CONTRACTOR must provide two therapists, with qualifications described in Subsection 6.3, to facilitate the group TGI sessions.

13.6 CONTRACTOR shall provide a minimum of once a month a 50-minute individual TGI counseling session for families who have been appropriately assessed for individual TGI sessions.

13.6.1 Individuals who receive the individual TGI therapy may also attend the group TGI sessions with approval from the therapist(s) who has provided TGI counseling to those individuals.

#### **14.0 MULTI-DISCIPLINARY SERVICES**

In addition to the services described above, CONTRACTOR shall make available multi-disciplinary services described below to prospective adoptive and adoptive parents who have completed the three Pre-Adoptive training modules listed in Section 12.0 of this SOW.

1) Transitional Services: Individual child psychotherapy, adoptive parent support groups, and child support groups will be provided during the period of the child's transition from foster care to an adoptive placement; and

2) Post Placement Services: Medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents will be provided following the adoptive or foster-adoptive placement of the child.

14.1 CONTRACTOR shall ensure these multi-disciplinary services are provided by a multi-disciplinary team at one location.

14.2 CONTRACTOR shall ensure that these services are made available to prospective adoptive families and adoptive parents who reside throughout the County of Los Angeles.

14.3 CONTRACTOR, in consultation with the CPM, determines the frequency and duration of these services for the children, prospective adoptive and adoptive parents.

14.4 CONTRACTOR shall provide multi-disciplinary services described in Section 14.0, at no cost, to prospective adoptive parents /adoptive families who receive these services. Additionally, these services shall not be paid

through the P & S Contract or involve direct dollar funding from the P & S program.

## **15.0 REPORTS AND RECORD KEEPING**

- 15.1 CONTRACTOR shall provide COUNTY with a monthly written report of P&S services provided during the previous month and a monthly invoice. CONTRACTOR shall include in the monthly report copies of all Corrective Action Plans issued during the prior month and notes on any changes to its internal processes, policies or procedures required to comply with corrective actions.
- 15.2 CONTRACTOR shall compile monthly program activity reports into a bi-annual progress report, which shall outline any, and or lack of program progress and compliance with the performance measures indicated in the Performance Requirements Summary chart (Exhibit A-1). The Contractor's self-evaluation of the program progress should consist of an evaluation tool and the method used to derive at its conclusion.
  - 15.2.1 CONTRACTOR shall design an evaluation tool for approval by CPM. The tool must include the participants' satisfaction with their adoption through the COUNTY, satisfaction with CONTRACTOR's services, the program's effect on improving parenting skills for children with special needs, and the program's effect on the reduction of adoption disruptions.
- 15.3 CONTRACTOR shall provide a complete bi-annual progress report to the CPM who will assess whether the outcomes and success of the program are in keeping with the Performance Measure indicators. The CONTRACTOR must provide to the CPM a complete progress report every six (6) months and no later than thirty (30) days after each 6-month period.
- 15.4 CONTRACTOR shall provide CPM with a complete bi-annual activity report every six (6) months and no later than fifteen (15) Days after each 6-month period. This documentation includes, but is not limited to the following:
  - 15.4.1 The names and phone numbers of persons who attended the training modules, case consultations, and PS-MAPP courses;
  - 15.4.2 The names of any eligible child adopted whose parents attended a training module or workshop prior to identifying or designating the child for adoption;

- 15.4.3 The names of any eligible child adopted whose parents attended a training module or workshop after identifying the child for adoption;
- 15.4.4 Comments and feedback received from attendees; and
- 15.4.5 The names and phone number of persons who attended the group or/and individual TGI counseling.

## **16.0 QUALITY ASSURANCE PLAN**

- 16.1 CONTRACTOR shall establish and utilize a comprehensive Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the required services are provided at a consistently high level of service throughout the term of the Contract.
  - 16.1.1 The Plan shall be submitted to the CPM for review and approval within ninety (90) days of the Contract start date.
  - 16.1.2 If the CPM requests changes to the CONTRACTOR'S QUALITY ASSURANCE PLAN, the CONTRACTOR shall make such changes, and resubmit the plan for approval within five business days.
  - 16.1.3 The Plan shall be effective on the Contract start date and shall be updated as changes occur and re-submitted the CPM for review and approval.
- 16.2 The plan shall include an identified monitoring system covering all the services listed in this SOW. The system of monitoring to ensure that contract requirements are being met shall include:
  - 16.2.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
  - 16.2.2 Ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the CONTRACTOR.
  - 16.2.3 Assuring that professional staff rendering services under the contract has the necessary prerequisites.
  - 16.2.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

- 16.2.5 Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- 16.2.6 Continuing to provide services to the County in the event of a strike or other labor action of the CONTRACTOR's employees.
- 16.3 If CONTRACTOR's performance requirements are not met, the CPM may call CONTRACTOR, or send CONTRACTOR a UCR (Exhibit A-3), or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four hours of receipt. All performance requirement issues will be reported to the CPM.

## **17.0 QUALITY ASSURANCE MONITORING**

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance plan specified in this SOW. All monitoring will be conducted in accordance with Part II, Section 23.0, COUNTY's Quality Assurance Plan, of the Contract.

## **18.0 TRANSFER OF RECORDS**

- 18.1 At the start of a new contract, CONTRACTOR shall accept transitioned cases from the prior contractors. The new contractor shall submit a plan of coverage to the CPM for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from prior contractors. The plan of coverage shall include: (1) telephonic contact with the family within three weeks of the 30 day transitional period, (2) a face-to-face contact with the family within five business days from the telephonic contact, and (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.
- 18.2 Prior to contract termination or non-renewal of the contract, CONTRACTOR shall, at no additional cost to County, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. CONTRACTOR shall keep copies of all transferred cases for their own records. The transitional plan shall be made in consultation with the County Program Manager at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

## **19.0 PERFORMANCE BASED OUTCOME MEASURES**

- 19.1 CONTRACTOR shall adhere to the measures specified in Performance Requirements Summary (Exhibit A-1) and Performance Outcome Goals (Exhibit A-2).
- 19.2 CONTRACTOR shall design an evaluation tool to collect and track the following deliverables: the number of presentations provided at the PS-MAPP classes, the number of persons recruited from PS-MAPP classes to participate in the P&S services, the number of case consultations provided, and the number of special needs children matched and placed in the home of a prospective adoptive family.

**PERFORMANCE REQUIREMENTS SUMMARY**

Required Annual Deliverables						Monitoring Methods	Remedies for Non-Compliance with Performance Standards	
Task	Number of Deliverables				Duration of each Deliverable			Number of Participants Received Services/Training
	English	English or Spanish	Spanish	Total				
Presentations at PS-MAPP classes	40	2	8	50	30-45 minutes	900 PS-MAPP Participants	<p>If CONTRACTOR receives a written notice for non-compliance with SOW, CONTRACTOR shall submit to the COUNTY, within five business days from receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and plan for correcting the problem, which is subject to County approval.</p> <p>In addition to other remedies, the County may terminate this contract in accordance with Section 56.0, Termination for Contractor's Default, if in the judgment of CPM, Contractor has materially breached or non-compliance with the SOW. In this instance, Contractor shall submit within 48 hours a corrective plan to the CPM for review and approval.</p>	
Case Consultations	12	As needed	As needed	12	2 hours	12 special need children who are available for adoption		
Pre-Adoption Training Series (1 series = 3 modules)	4 training series	1 training series	1 training series	6 training series	9 hours	150 trainees		
Therapeutic Grief Intervention for Concurrent Planning Families	12 group TGI 12 individual TGI	As needed	As needed	12 group TGI 12 individual TGI	90 minutes for group TGI 50 minutes for individual TGI	12 individual prospective adoptive parents		
Multi-disciplinary Services at no cost to families who complete the P&S training (SOW Section 14.0)	As needed	As needed	As needed	As needed	As determined by Contractor in consultation with CPM	All families who meet the requirements and request the services		

## PERFORMANCE OUTCOME GOALS

<p><b>TARGET GROUP:</b></p> <ul style="list-style-type: none"> <li>• Prospective adoptive families who are attending the DCFS PS-MAPP classes and are considering adopting a child from the Los Angeles County foster care system.</li> <li>• Children between the ages of 0-17 with special needs and that are in need of an adoptive family. These children need to be fully assessed in order to determine what it would take for an adoptive parent to meet their needs.</li> <li>• Prospective adoptive families (families in Transition) that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents' home for the purposes of reunification or to be placed with a relative or sibling.</li> </ul>		
<p><b>GOAL:</b></p> <ul style="list-style-type: none"> <li>• Increase the number of families that pursue adoption, increase permanency for children and reduce adoption disruptions, and increase the number of families in transition who agree to or have taken another foster child into their care.</li> </ul>		
<p><b>OUTCOME:</b></p> <ul style="list-style-type: none"> <li>• Families will decide to complete their family assessment and pursue adoption of a child and fewer families will have disrupted adoptive placements</li> <li>• Children will be fully assessed increasing their opportunity to be adopted</li> <li>• Families in transition remain foster parents and agree to or have parented another foster child.</li> </ul>		
COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION AND MONITORING METHOD
Families that take P&S training will be more likely to complete their Family Assessment than those who do not.	At least 50 families known to the CONTRACTOR who have completed or complete the P&S training modules during the current contract period will complete their Family Assessment.	Year-end report that indicates the number and names of families known to the CONTRACTOR who completed their Family Assessment during the year.
Children who receive a full consultation through the P&S program will be matched with a family.	At least 50% of the children evaluated will be matched to a permanent family.	P&S liaison will track the permanency outcomes of all children evaluated through the consultations.

**PERFORMANCE OUTCOME GOALS**

COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION AND MONITORING METHOD
Fewer families will choose to disrupt their adoptive placement.	50% of families who commit to fost-adopt or adoptive placement through the CONTRACTOR's assessment/consultations will still be proceeding with the adoption.	Year-end report that identifies the number and names of families who were still proceeding or had completed their adoption
Families in transition will participate in individual or group therapy through the Therapeutic Grief Intervention program.	Contractor will provide twice a month support group and/or individual therapy to a total of 12 families per year to specifically address the issues of being a family in transition experiencing loss and grief or potential loss issues.	Year-end report that indicates the number and names of families have participated in group or individual therapy.
Families who participate in Therapeutic Grief Intervention agree to take or have taken another child into their care.	80% of the families in transition will agree to or have taken another foster child into their care.	Year-end report that indicates the number of families who have listed themselves as available to take another child or have taken another child into their care after they have participated in the program.

### USER COMPLAINT REPORT

#### PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS

This form is to be used by DCFS users of Preparation and Support for Families Adopting Children with Special Needs 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 is not responding to messages.
- Contractor is/was not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor.
- Contractor is/or has not been submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

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**APPENDIX C**  
**EXHIBITS TO SAMPLE CONTRACT**

# EXHIBITS TO SAMPLE CONTRACT

## TABLE OF CONTENTS

### EXHIBITS

- A Statement of Work
- B Line Item Budget and Narrative (Not Attached to Sample Contract)
- B-1 Pricing Sheet (Not Attached to Sample Contract)
- C CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- D CONTRACTOR's Acknowledgement and Confidentiality Agreement
- D-1 CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement
- D-2 CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
- E Auditor-Controller Contract Accounting and Administration Handbook
- F Internal Revenue Notice 1015
- G Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- H Safely Surrendered Baby Law
- I CONTRACTOR's Administration
- J COUNTY's Administration
- K Charitable Contributions Certification
- L Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
- M Confidentiality of CORI Information

**EXHIBIT A – STATEMENT OF WORK**

Placeholder for Statement of Work

**EXHIBIT B – LINE ITEM BUDGET AND NARRATIVE**

Placeholder for Line Item Budget and Narrative (Form 31 and 31-A of Appendix C of RFP)

**EXHIBIT B-1 – PRICING SHEET**

Placeholder for Pricing Sheet (Form 30 of Appendix D of RFP)

**CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS**

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

\_\_\_\_\_  
Authorized Official’s Printed Name and Title

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Date

**CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR’S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation 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 and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR’S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation 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 and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**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 Los Angeles County (COUNTY).

*The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures 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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.*

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

Under the accrual basis for recording financial transactions, 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:

- Recorded accruals must be reversed in the subsequent accounting period.

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

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

**1.2 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, or are applicable to that Agreement year.

**ACCOUNTING SYSTEM**

**2.0** Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

**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:	Debit	Credit
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 cost columns are required for salary expense and other recurring cost classifications for each program.

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

Note (3) Checks should not be written to employees (other than payroll, mileage, 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 cost classifications and description information required when a Cash Disbursements Journal is used.

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

### 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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

## 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

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

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

## 2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

## 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. CONTRACTOR shall report to the local law enforcement agency having jurisdiction any act, or acts, which may reasonably be thought to constitute a crime and which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

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

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

## 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, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

## 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, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), 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. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company owned vehicles also applies to personal vehicles used for business purposes.

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

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If

the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

### 3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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 – Vendor name and date
- Checks – Number
- Vouchers –Number

- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

#### 5.0 Audits

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

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

#### 6.0 Single Audit Requirements

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 Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

#### 7.0 Subcontracts

**CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.**

**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's use. 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**

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

All checks shall be restrictively endorsed upon receipt.

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

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

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

### 1.3 Separation of Duties

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

### 1.4 Bank Reconciliations

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

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

## 2.0 Disbursements

### 2.1 General

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

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

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

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

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

Voided checks shall be marked void 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

## 2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

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

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased, the employee making the purchase, and the justification for 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 upon 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. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

#### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

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

#### 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.

### 3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

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 shall not make retroactive salary adjustments 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 transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing, or through the use of electronic approvals where applicable, by authorized persons independent of payroll responsibilities.

### 4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land can not be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or

auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

#### 4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

##### Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

#### 4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, “How to Depreciate Property”, contains guidelines for establishing an asset’s useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

#### 4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

#### 4.5 Security

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

#### 4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement

agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks, etc.) shall be bonded.
- 6.0 Investments – COUNTY program funds shall not be utilized for investments where there is a risk of loss.

## C. COST PRINCIPLES

### 1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the 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 applicable OMB Circular(s). 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, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

#### 1.3 Budget Limitation

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 Agreement.

#### 1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

#### 2.0 Allocable Expenses

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

#### 2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) 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 direct salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

#### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, 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
  - 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 will not be not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest 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 which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

#### F. GOVERNANCE

##### **OVERVIEW**

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- misuse or dissipate scarce public resources

#### 1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

#### 2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.

- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, or officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

### 3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

#### **Nominating Committee**

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

#### **Compensation and Benefits Committee**

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to recommend to the Board of Directors compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

#### **Audit Committee**

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

#### **Annual Audit Duties:**

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

#### **Additional Audit Committee Duties**

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
  - ✓ Financial information systems design and implementation;
  - ✓ Internal audit outsourcing services;
  - ✓ Management functions or human resources;

- ✓ Investment adviser, or investment banking services;
- ✓ Legal services and expert services unrelated to the audit.

## G. MISCELLANEOUS REQUIREMENTS

### 1.0 Insurance

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

Insurance 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.

### 3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: [www.lacountyfraud.org](http://www.lacountyfraud.org)

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

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline  
Office of County Investigations  
Kenneth Hahn Hall of Administration  
500 W. Temple Street, Room 515  
Los Angeles, CA 90012

## Internal Revenue Notice 1015



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### 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 2013 are less than \$51,567 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 7, 2014.

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

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2013)  
Cat. No. 205991

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it 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 itself will exceed \$50,000). 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 ten 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 exception 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 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.

- 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:

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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 but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: 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 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)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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)

**SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish  
for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



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

www.babysafela.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.

### 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 sign 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 minds 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 1-800-540-4000.

### 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 treatment. 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](http://www.babysafela.org)



En el Condado de Los Angeles: 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 temor de 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, infórmele 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 Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro 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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿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, las 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 recabar antecedentes médicos importantes, 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 estará bien atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adulto 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 baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy 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.

## 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 le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría 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 lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo 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 ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT  
CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** \_\_\_\_\_

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

**CONTRACTOR'S ADMINISTRATION:**

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Notices to Contractor shall be sent to the following address:

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

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

**ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION**

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

**COUNTY PROGRAM MANAGER:**

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROGRAM MONITOR:**

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor’s 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.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General’s Registry of Charitable Trusts.

CERTIFICATION

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder 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

Bidder 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)

**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 Emergency Shelter Care 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.*

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

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

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

**APPENDIX D**

**REQUIRED FORMS**

Forms submitted in your proposal must be clearly labeled in accordance with the RFP Form numbering, including inserts. Signatures must be in ink.

## **Appendix C**

### **List of Required Forms**

Form 1	Proposer's Organization Questionnaire/Affidavit
Form 1-A	Transmittal Letter
Form 2	Business Structure Registration Documents (Insert as Attachments)
Form 3	List of Current Members of Board of Directors/Other Agencies
Form 4	Board of Director's Resolution (Insert as Attachment if using Proposer's letterhead)
Form 5	Proposer's Certification of Ownership and Financial Interest
Form 6	Proposer's References
Form 7	Proposer's List of Contracts
Form 8	Proposer's List of Terminated Contracts
Form 9	Proposer's Involvement in Litigation and Contract Compliance Difficulties
Form 10	Certification of "No Conflict of Interest"
Form 11	Familiarity of the County Lobbyist Ordinance Certification
Form 12	Proposer's/Officer's EEO Certification
Form 13	Attestation of Willingness to Consider GAIN/GROW Participation for Employment
Form 14	Jury Service Program and Application for Exception and Certification
Form 15	Organizational Data (Insert Organizational Chart)
Form 16	Resumes, Degrees, Licenses, Certificates of Identified Staff
Form 17	Organizational Licenses, Permits and Certification
Form 18	Proof of Insurability (Insert as attachment)
Form 19	Revenue Disclosure (non-public Proposer)
Form 20	List of Proposer's Commitments
Form 21	Audited Financial Statement (Insert as attachment)
Form 22	Charitable Contributions Certification
Form 23	Transitional Job Opportunities Preference Application
Form 24	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 25	Request for Disabled Veteran Business Enterprise Preference Program Consideration
Form 26	Community Business Enterprise Form (CBE)
Form 27	Request For Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
Form 28	Offer to Perform and Acceptance of Terms and Conditions
Form 29	Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
Form 30	Pricing Sheet
Form 31	Line Item Budget
Form 31-A	Budget Narrative
Form 32	Last Page of Proposal

**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 firm 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 firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

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

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

- 4. Is your firm wholly or majority owned by, or a subsidiary of, another firm?  Yes  No If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

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

Name	Year of Name Change
_____	_____
_____	_____

- 6. Indicate if your firm 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 Requirements listed in Section 3.0, Minimum Requirements for Qualifications as Proposer, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes**  **No** Sub-section 3.1 Proposer must be certified to do business in the State of California. A certified original copy of Statement of Information must be included in the submission of proposal.
- Yes**  **No** Sub-section 3.2 Proposer must have or be willing to establish an administrative business office within the County of Los Angeles. The address to the administrative business office must be included in the Proposal.
- Yes**  **No** Sub-section 3.3 Proposer must have an existing and established multi-disciplinary program (i.e., mental health services, educational advocacy, occupational therapy, pediatric and speech and language consultation, in home behavioral services, and youth mentoring).
- Yes**  **No** Sub-section 3.3.1 Proposer's Program Director must possess: 1) a Master's Degree in Social Work with a license in Clinical Social Work (LCSW) or a Doctoral degree (Ph.D.) in Clinical Psychology with a license in Clinical Psychology, 2) a minimum of (5) five years of experience working with an adoption agency processing adoptions, and 3) a minimum of two (2) years experience overseeing a program that includes therapeutic interventions for children involved in the Child Welfare system.
- Yes**  **No** Sub-section 3.4 Proposer must have the ability to provide staff that meet the requirements outlined in Appendix B (Statement of Work) of this RFP.
- Yes**  **No** Sub-section 3.5 Proposer must have a minimum of five (5) years experience, within the last five (5) years, providing multi-disciplinary services dedicated to children being adopted from the foster care system and their pre-adoptive or adoptive parents, or similar to the services identified in RFP in Appendix B, Statement of Work.
- Yes**  **No** Sub-section 3.6 Proposer must have the ability to provide presentations at all PS-MAPP classes held throughout the County of Los Angeles.
- Yes**  **No** Sub-section 3.7 Proposer must have a minimum of three (3) years experience, within the last five (5) years, designing and providing training curriculums that educate and prepare the adoptive parents/families for the challenges of parenting and providing permanency to foster children with special needs.

- Yes**    **No**   Sub-section 3.8   Proposer must not currently have a Settlement Agreement with DCFS for repayment of monies owed to County.
  
- Yes**    **No**   Sub-section 3.9   Proposer and its principals must be in good standing and must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or County agency unless an exception has been authorized by State and Federal regulations.

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/her 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

## **TRANSMITTAL LETTER**

The Transmittal Letter is essentially a short summary of the proposal that the Proposer is submitting. Each Transmittal Letter should be unique or specific to each Proposal submitted by the Proposer. Please refer to Section 7.0, Proposal Submission requirements, Subsection 7.7.3, Transmittal Letter, for additional information.

## **BUSINESS STRUCTURE REGISTRATION DOCUMENTS**

Attached the applicable documents for your organization:

- Articles of Incorporation
- Fictitious Name Statement
- Original Statement of Information (most recent state filing certified by Blue Seal) SI - 200
- 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
- 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
- Other applicable document

**LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES**

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): FAX (F):	Other Agency's*
			P: ( ) F: ( )	
			P: ( ) F: ( )	
			P: ( ) F: ( )	
			P: ( ) F: ( )	

\*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

**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 bid or proposal to the County.

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

Date \_\_\_\_\_

**SAMPLE BOARD OF DIRECTOR'S RESOLUTION**

BE IT RESOLVED THAT ON \_\_\_\_\_ 2015, THE BOARD OF  
DIRECTOR'S OF \_\_\_\_\_  
(LEGAL NAME OF PROPOSER)

HEREBY AUTHORIZES AND DIRECTS ITS CEO, PRESIDENT, OR EXECUTIVE  
DIRECTOR (Circle One) TO FILE THE ATTACHED PROPOSAL WITH THE LOS ANGELES  
COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE  
INDIVIDUALIZED TRANSITION SKILLS SERVICES.

ATTESTED:

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

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

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

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

**OR**

**Proposer can use their own agency's letterhead authorizing personnel to file  
the attached proposal(s) and signed by members of the Board of Directors**

**PROPOSER’S 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 bid or proposal to the County.

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

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

\_\_\_\_\_  
Date

**PROPOSER’S REFERENCES**

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. A minimum of three (3) contracting agencies will be contacted.

1.	<b>Legal Name of Firm</b> _____	<b>Address of Firm</b> _____	<b>Contact Person</b> _____	<b>Telephone No.</b> ( )	<b>Fax No.</b> ( )
	Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

2.	<b>Legal Name of Firm</b> _____	<b>Address of Firm</b> _____	<b>Contact Person</b> _____	<b>Telephone No.</b> ( )	<b>Fax No.</b> ( )
	Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

3.	<b>Legal Name of Firm</b> _____	<b>Address of Firm</b> _____	<b>Contact Person</b> _____	<b>Telephone No.</b> ( )	<b>Fax No.</b> ( )
	Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

4.	<b>Legal Name of Firm</b> _____	<b>Address of Firm</b> _____	<b>Contact Person</b> _____	<b>Telephone No.</b> ( )	<b>Fax No.</b> ( )
	Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

5.	<b>Legal Name of Firm</b> _____	<b>Address of Firm</b> _____	<b>Contact Person</b> _____	<b>Telephone No.</b> ( )	<b>Fax No.</b> ( )
	Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

(Please make additional copies of this for if necessary)

### PROPOSER’S LIST OF CONTRACTS

List all contracts completed during the last five 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.

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)

## PROPOSER’S LIST OF TERMINATED CONTRACTS

**Proposer’s Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		

**PROPOSER’S INVOLVEMENT IN LITIGATION AND 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. Is the agency currently, or within the past seven years, involved in litigation?	_____	_____
2. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	_____	_____
3. Are any agency staff members unable to be bonded?	_____	_____
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?	_____	_____
5. Has the agency or agency director ever had public or foundation funds withheld?	_____	_____
6. Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?	_____	_____

---

EXPLANATION (Use separate page)

---

AUTHORIZED SIGNATURE

---

DATE

---

Name / Title / Name of Company or Organization

## CERTIFICATION OF NO CONFLICT OF INTEREST

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

### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

---

Proposer Name

---

Proposer Official Title

---

Official's Signature

**FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County’s Executive Office’s List of Terminated Registered Lobbyists.

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

**PROPOSER’S/OFFEROR’S EEO CERTIFICATION**

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Section 4.32.010, County Code, of the County of Los Angeles, the Proposer 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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title of Signer (please print)

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPATION FOR EMPLOYMENT**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they 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.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer Organization: \_\_\_\_\_

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

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

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

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of “contractor,” as defined in the Program, as it 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 itself will exceed \$50,000). 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 ten 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 exception 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 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.

- 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:

Revised 03-04-15

## **ORGANIZATIONAL CHART**

Insert Chart

Proposer shall submit an organizational chart detailing proposed organization structure and position/classification to provide services described in Appendix B, Statement of Work. Chart shall include the names of staff (if known at time of proposal submission), classification and assignment. This chart will include executives as well as the Proposer's Program Director and which descends to staff personnel anticipated to work on this Contract.

**RESUMES, DEGREES, LICENSES, CERTIFICATES OF IDENTIFIED STAFF**

Insert applicable forms. Group inserts by staff member.

## ORGANIZATIONAL LICENSES, PERMITS AND CERTIFICATION

Insert - Proposer must submit copies of all licenses and permits necessary for the provision of the specified services. Example, license for assessment tool. Indicate NONE, if none is applicable.

## **PROOF OF INSURABILITY**

Proof of Insurability may include documentation such as:

1. Existing insurance programs that may be demonstrated by providing an ACORD form (Certificate of Liability Insurance) showing the insurance programs and levels of coverage on current commitments that are similar to requirements under the Sample Contract(s) for the program(s) being proposed; -or-
2. A signed letter from an insurance broker indicating the broker's willingness to sell programs of insurance to the Proposer necessary to meet the requirements under the Sample Contract(s) for the program(s) proposed by the Proposer; -or-
3. A combination of the above or any other documentation, subject to review and approval by the County's Risk Managers, that substantiates the Proposer's ability to acquire the required insurance; -or-
4. Any other documentation that indicates that the Proposer has insurance or is insurable, subject to review and acceptance by the County's Risk Managers.

Services cannot be provided until all insurance requirements of this RFP are met.

**REVENUE DISCLOSURE**

<b>LEGAL NAME OF APPLICANT AGENCY</b>
---------------------------------------

**LISTING OF REVENUE SOURCES**

<b>REVENUE SOURCE</b>	<b>AMOUNT</b>	<b>TIME PERIOD</b>	<b>SERVICES PROVIDED</b>

## LIST OF PROPOSER'S COMMITMENTS

---

Legal Name of Agency

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

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

**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 bid or proposal to the County

---

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

---

Date

## **AUDITED FINANCIAL STATEMENTS**

Please provide copies of Proposer's most current and prior two fiscal years (for example: 2013 and 2012) audited financial statements, which shall be in accordance with the American Institute of Certified Public Accountants listing of General Accepted Accounting Principles. Statements should include the Proposer's assets, liabilities, and net worth. At a minimum and to the extent possible, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. A Proposer should submit audited (or reviewed by a CPA) statements, if available, to meet this requirement. Please refer to Section 7.0, Proposal Submission Requirements, Subsection 7.7.6, Item D: Financial Capability, for additional information.

## 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.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

**OR**

- 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.

**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:**

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

**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:

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

**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION**

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

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

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

## COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

### FIRM/ORGANIZATION INFORMATION

**INSTRUCTIONS:** All Proposers/contractors must have this form on file with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

**TYPE OF BUSINESS**

**STRUCTURE:** \_\_\_\_\_  
 (Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:**

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

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

	Black/ African American	Hispanic/ Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

**LAC/CBE SANCTIONS**

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing/bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name / Title / Name of Company or Organization

**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.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> 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

**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 cover letter.

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

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

\_\_\_\_\_  
Date

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
and ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

\_\_\_\_\_

\_\_\_\_\_

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP.
- E. 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.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN  
WITH SPECIAL NEEDS (RFP # 14-0031)**

**PRICING SHEET**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Exhibits, and Sample Contract.

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

Services	Units of Service	Unit Price	Total Price
Presentations and Recruitment at PS-MAPP Training classes	50 events/contract year (30 – 45 minutes/event to recruit 150 parents for P&S training program/contract year )	\$ _____	\$ _____
Case Consultations	12 consultations for 12 children waiting to be adopted/contract year (2 hours/case consultation)	\$ _____	\$ _____
Pre-Adoptive Training Series	6 training series/Contract year (1 training series = 3 modules, 3 hours/module)	\$ _____	\$ _____
Therapeutic Grief Interventions (TGI)	12 group TGI sessions/contract year (90 minutes/session)  12 individual TGI sessions/contract year (50 minutes/session)	\$ _____	\$ _____
<b>Total Annual Cost</b>			\$ _____

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

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

\_\_\_\_\_  
Date

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN  
WITH SPECIAL NEEDS (RFP # 14-0031)**

**PRICING SHEET**

Prices as proposed are firm-fixed prices to remain firm for twenty-two (22) months following the last day to accept proposals. Bid cannot be negotiated and shall remain as submitted.

Proposer hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, and Sample Contract.

Firmed fixed price to Provide Preparation and Support Services: \$ \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

**(LINE ITEM BUDGET)**

(Note: The sample on the next page has been provided as a guide. Proposers can use their own line item budget format. Line item budget is required for the initial contract period. Additionally, all proposals must have a narrative, attached to the line item budget

**SAMPLE LINE ITEM BUDGET SHEET**

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

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

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

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

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

\*FTE = Full Time Equivalent Positions

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

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

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

Insurance (List Type/Coverage. See Part I, Section 5.2, Insurance Coverage Requirements)

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

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

**INDIRECT COST** (List all appropriate)

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

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

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

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_

**BUDGET NARRATIVE**

Proposers are allowed to develop their budget narrative in a manner that they believe best reflect and support the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

**LAST PAGE OF BUSINESS PROPOSAL**

(This is a sample and this page should be submitted in the agency’s letterhead.)

Respectfully submitted,

\_\_\_\_\_

(Firm or Corporate Name)

By \_\_\_\_\_

Print Name \_\_\_\_\_

Its \_\_\_\_\_

(Title, i.e., President, V.P., etc.)

By \_\_\_\_\_

Print Name \_\_\_\_\_

Its \_\_\_\_\_

(Title, i.e., President, V.P., etc.)

Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

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

## **APPENDIX E**

### **TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

## TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

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

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

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- 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, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

---



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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 Proposer: \_\_\_\_\_

## **APPENDICES F – J**

## **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. Insure 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.

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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 but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: 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 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)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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)

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

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

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

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

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
  - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 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. No. 2009-0026 § 1 (part), 2009.)