



**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**REQUEST FOR PROPOSALS  
FOR  
ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD  
SERVICES**

**RFP CMD #18-01**

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Available on the Internet at  
<http://doingbusiness.lacounty.gov/>

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## APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the contractor.
- B Statement of Work Exhibits:** Attachments which accompany the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
  - D-1 Proposer's Organization Questionnaire/Affidavit and CBE Information
  - D-2 Prospective Contractor Reference
  - D-3 Prospective Contractor List of Contractors
  - D-4 Prospective Contractor List of Terminated Contracts
  - D-5 Certification of No Conflict of Interest
  - D-6 Familiarity with the County Lobbyist Ordinance Certification
  - D-7 Request for Preference Program Consideration
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  - D-9 Attestation of Willingness to Consider GAIN/GROW Participants
  - D-10 Contractor Employee Jury Service Program Certification Form and Application for Exception
  - D-11 Bid Sheet
  - D-12 Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
  - D-13 Budget Sheets and Budget Narrative
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  - D-15 Charitable Contribution Certification

D-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
D-17	Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking
D-18	Five-Year Disclosure Summary
D-19	Contractors Certification of Office Locations
D-20	Compliance with Fair Chance Employment Hiring Practices Certification

**E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.

**F County of Los Angeles Policy on Doing Business with Small Business:** County Policy

**G Jury Service Ordinance:** County Code

**H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.

**I IRS Notice 1015:** Provides information on Federal Earned Income Credit.

**J Safely Surrendered Baby Law:** County Program

**K-M** (Intentionally Omitted)

**N Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)

**O Defaulted Property Tax Reduction Program:** County Code

## **1.0 INTRODUCTION**

- 1.1 The Los Angeles County (County) Department of Public Social Services (DPSS) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide Anonymous Welfare Fraud Referrals and Reward Services.
- 1.2 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

## **2.0 PURPOSE-AGREEMENT FOR ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES**

### **2.1 Purpose of the RFP**

- 2.1.1. This RFP is designed to obtain proposals from qualified Contractors (herein referred to as Proposers) with experienced, professional staff who can handle a high volume of anonymous calls 24 hours per day, seven days per week; transmit to County appropriate reports of suspected neglect, abuse and welfare fraud; and have an established system for distributing rewards, authorized and funded by County, without compromising the caller's identity to ensure full anonymity of the prospective informant.
- 2.1.2. Proposers shall provide a detailed explanation of their plan to meet the following objectives of the contract:
  - 2.1.2.1 Provide a toll-free telephone line for the public to anonymously report suspected welfare fraud crimes;
  - 2.1.2.2 Provide trained multilingual operators experienced in questioning callers to elicit sufficient details of reported instances of suspected welfare fraud crimes;
  - 2.1.2.3 Conduct a campaign to educate the public about welfare fraud and its cost to the public by distributing written material throughout the County;
  - 2.1.2.4 Distribute rewards as approved by DPSS without compromising the identity of the informant.

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

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

### **2.2.1 Anticipated Contract Term**

The contract term is anticipated to be for a period of three (3) years. The contract is anticipated to commence on April 1, 2019, following County Board of Supervisors' award.

The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the DPSS Department Head or her designee as authorized by the Board of Supervisors.

### **2.2.2 Contract Rates**

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

The County may re-negotiate the Contract rates, consistent with any County or State budget reductions should they occur.

Proposals submitted in response to the RFP shall contain the rates for the Contract term. The Proposals shall be set forth on the attached Required Bid Sheet in Appendix D, Required Forms, Exhibit 11, and the rate shall be fixed and guaranteed for the term of the Contract beginning on the day services commence.

### **2.2.3 Days of Operation**

The Contractor shall be required to provide Anonymous Welfare Fraud Referrals and Reward Services, twenty-four (24) hours per day and 365 days per year.

The Contractor shall be available to refer reports of suspected neglect/abuse and welfare fraud to the County during business hours, which currently are Monday through Friday, between 8:00 a.m. and 5:00 p.m. The Contractor will be notified of any change in these hours.

#### **2.2.4 Indemnification and Insurance**

Contractor shall be required to comply with the provisions contained in Subsection 8.23 (Indemnification) of Appendix C (Sample Contract). 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 Subsection 8.24 (General Provisions for all Insurance Coverage) and Subsection 8.25 (Insurance Coverage) of Appendix C (Sample Contract).

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

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

#### **Minimum Requirements**

- 3.1 A minimum of five (5) years within the last ten (10) years of demonstrated experience in providing a service designed to handle calls and the distribution of rewards without compromising the informant's identity.
- 3.2 A minimum five (5) years' experience promoting public awareness campaigns.
- 3.3 A minimum five (5) years' experience providing referrals to the appropriate investigating or regulating agency on suspected crimes.
- 3.4 A corporation qualified to provide services in the State of California.
- 3.5 Provide a comprehensive 24 hours per day, seven day a week, toll-free telephone line for the public to anonymously report suspected welfare fraud crimes.
- 3.6 Provide trained multilingual staff experienced in questioning informants to elicit sufficient details of reported instances of suspected welfare fraud crimes who are available 24 hours per day, seven days a week, to answer Hotline telephone calls.
- 3.7 Have system whereby reward may be distributed to informants within ten (10) business days from receipt of the reward funds from the County while maintaining the anonymity of the informant.



- 3.8 Provide a business office located within the County of Los Angeles or adjacent counties, with a responsible person(s) to maintain all records and reports that are required herein. In the event records are located outside the County of Los Angeles, Contractor shall pay County for travel and per diem costs concerned with any inspection of records.
- 3.9 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- 3.10 Comply with the RFP format and requirements set forth in Section 7.0 Proposal Submission Requirements.

Minimum Mandatory Requirements 3.1 through 3.10 above must be addressed and submitted with the submitted Proposal. Failure to meet these Minimum Mandatory Requirements will result in a rejection of a proposal as explained in RFP, Section 7.0, Proposal Submission Requirements, hereunder.

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

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

- 4.1.1 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.

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

- 4.2.1 Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant 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.

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

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

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

4.4.1 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.

### **4.5 Background and Security Investigations**

4.5.1 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.

### **4.6 County's Quality Assurance Plan**

4.6.1 After contract award, the County or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix A (Statement of Work). Contractor's deficiencies which the County determines are significant 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) DPSS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) DPSS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

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

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

- 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**

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

Priscilla Diaz, Administrative Services Manager I  
Department of Public Social Services  
Contract Management Division, Section III  
12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor,  
City of Industry, CA 91746-3411  
AWFRRS@dpss.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. 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/>

Contractor must register using Commodity Code No. 99025. Commodity Code No. 99025 consists of: a) Code No. 990 assigned to Security, Fire, Safety, And Emergency Services; and b) Sub-Code No. 25 assigned to Crime Prevention Services.

## **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 Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a

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 (Services Contract Solicitation Protest) are limited to the following:

- 5.4.3.1 Review of Solicitation Requirements (reference Subsection 7.4 Proposal Submission Requirements Section)
- 5.4.3.2 Review of Disqualified Proposal (reference Subsection 8.3 Selection Process and Evaluation Criteria Section)
- 5.4.3.3 Review of Proposed Contractor Selection (reference Subsection 8.7 Selection Process and Evaluation Criteria Section)

### 5.5 Injury and Illness Prevention Program

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

### 5.6 Confidentiality and Independent Contractor Status

- 5.6.1 As appropriate, contractor shall be required to comply with Subsection 7.6 (Confidentiality) and Subsection 8.22 (Independent Contractor Status), contained in Appendix C (Sample Contract).

### 5.7 Conflict of Interest

- 5.7.1 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 Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

## **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 H (Listing of Contractors Debarred in Los Angeles County) 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**

5.10.1 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**

5.12.1 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 Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), 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 Appendix I (IRS Notice 1015).

## **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 Exhibit 9 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix D (Required Forms), along with their proposal.

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

5.15.1 Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Subsection 8.39 (Recycled Bond Paper) of Appendix C (Sample Contract).

#### **5.16 Safely Surrendered Baby Law**

5.16.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

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

5.17.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G (Jury Service Ordinance) and Subsection 8.8 (Compliance with the County's Jury Service Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

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

5.17.2 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 (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 deducts 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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

5.17.3 There are two (2) ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$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.

5.17.4 If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of 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 Intentionally Omitted**

#### **5.19 Notification to County of Pending Acquisitions-Mergers by Proposing Company**

- 5.19.1 The proposer shall notify the County of any pending acquisitions-mergers of their company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the proposer in Exhibit 1, (Proposer's Organization Questionnaire/Affidavit and CBE Information) of 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 Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/ Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

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

- 5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix N (Background and Resources: California Charities Regulation). 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 two million dollars (\$2,000,000)

of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 15 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 15 (Charitable Contributions Certification) is a required part of any agreement with the County.

5.20.3 In Exhibit 15 (Charitable Contributions Certification), prospective contractors certify either that:

5.20.3.1 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 -

5.20.3.2 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.

5.20.4 Prospective County contractors that do not complete Exhibit 15 (Charitable Contributions Certification) 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)

## **5.21 Defaulted Property Tax Reduction Program**

5.21.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read Appendix O (Defaulted Tax Program Ordinance) and the pertinent provisions in Subsection 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this

solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

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 Exhibit 16 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) 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-compliant 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.

## **5.22 Time Off for Voting**

- 5.22.1 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 ten (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.

## **5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

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

Contractors are required to complete Exhibit 17 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C (Sample Contract). Further,

contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 20 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

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

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

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

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

5.25.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the



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

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

### **6.1 Overview of County's Preference Programs**

- 6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Subsection 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

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

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 6.2.2 A business which is certified as small by the federal Small Business Administration (SBA) or maintains an active registration as small in the System for Award Management (SAM) data base may qualify to request the LSBE Preference in a solicitation.

- 6.2.3 To apply for certification as a LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.4 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.2.5 Information on the federal small business is available at the System for Award Management website at <https://www.sam.gov>

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

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

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

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
  - 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
  - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 6.4.1.
- 6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

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

- 6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE; or
  - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
  - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Paragraph 6.5.1, 1 or 2 above.
- 6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.5.4 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.dgs.ca.gov/pd/Home.aspx>
- 6.5.5 Information on the Department of Veteran 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: <https://www.vetbiz.gov/>

## **7.0 PROPOSAL SUBMISSION REQUIREMENTS**

### **7.1 (Intentionally Omitted)**

### **7.2 Truth and Accuracy of Representations**

- 7.2.1 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 three hundred sixty-five (365) days following the final proposal submission date.

### **7.3 RFP Timetable**

- 7.3.1 The timetable for this RFP is as follows:

- Release of RFP ..... 06/21/2018
- Request for a Solicitation Requirements Review Due ..... 07/09/2018
- Written Questions Due by 12:00 P.M..... 07/09/2018
- Mandatory Proposers' Conference ..... 07/11/2018
- Questions and Answers Released ..... 07/26/2018
- **Proposals Due by August 7, 2018, 12:00 P.M. (local time).. 08/07/2018**

Proposers are advised that updates, including addenda(s), will be provided via U.S. mail. Additionally, all required RFP documents, including addenda(s), and references will be posted at the DPSS Request for Proposals website at:

<http://dpss.lacounty.gov/wps/portal/dpss/main/business/contract-opportunities/>

and at the following County contracting website:

[http://doingbusiness.lacounty.gov/main\\_db.htm](http://doingbusiness.lacounty.gov/main_db.htm).

### **7.4. Solicitation Requirements Review**

- 7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in Subsection 7.4 (Solicitation Requirements Review). 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.

## **7.5 Proposers' Questions**

- 7.5.1 Proposers may submit written questions regarding this RFP by mail fax or e-mail to the individual identified below. All questions for consideration at the Proposer's Conference, Wednesday, July 11, 2018 at 9:30 a.m., must be received by 48 hours prior to the Proposer's Conference. All questions **must be received** by July 9, 2018, 12:00 p.m. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.
- 7.5.2 When submitting questions, please specify the RFP section number, subsection number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

- 7.5.3 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:

Priscilla Diaz, Administrative Services Manager I  
Department of Public Social Services  
Contract Management Division, Section III  
12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411  
Email: [AWFRRS@dpss.lacounty.gov](mailto:AWFRRS@dpss.lacounty.gov)

- 7.5.4 If submitting questions by mail or e-mail, please include with your questions, the following identifying statement on the outside of the envelope, or subject line of the email, respectively:

**“Questions: RFP CMD #18-01 for  
Anonymous Welfare Fraud Referrals and Reward Services”**

After the Proposers’ Conference, no further questions (verbal or written) will be accepted and no verbal answers provided. All written questions submitted by the deadline and all verbal questions received at the Proposers’ Conference will be responded to in writing and posted on the County and DPSS websites. To ensure Proposers receive this information as quickly as possible, we invite interested vendors to visit the RFP’s direct website for updates:

## **7.6 Intentionally Omitted**

## **7.7 Proposers’ Conference**

- 7.7.1 A **Mandatory** Proposers’ Conference will be held to discuss the RFP. County staff will respond to questions from potential proposers. All potential proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

**Date:** July 11, 2018  
**Time:** 9:30 A.M.  
**Site:** East Los Angeles Library

Meeting Room  
4837 E. 3<sup>rd</sup> St.  
Los Angeles, CA 90022

Interested agencies are strongly encouraged to review the RFP and Appendices, and begin preparation of their proposal prior to the Proposers Conference.

Agencies are strongly encouraged to bring a copy of the RFP to the Proposers' Conference. Copies of the RFP will NOT be provided at the Proposers Conference.

## **7.8 Preparation of the Proposal**

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal – each in a separate 3-ring binder. 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.

In preparing the written proposal, the Proposer should ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP.

The objective of the proposal submission is for DPSS to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner.

Only information that is contained in the written proposal will be evaluated. Proposals must adhere to the specified page limits. The County may, in its sole discretion, disregard any pages over the limits.

The original proposal must be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 5," "Copy 2 of 5," etc., as appropriate. The Proposal is written in English and all numerical data furnished are in foot, pound, and second system of units of measurement. Additionally, a minimum of two (2) separate CDs, containing files in PDF format, shall be labeled and submitted for each Proposal as follows:

- Business Proposal (may be submitted on as many CDs to accommodate a complete Business Proposal)
- Cost Proposal
- Financial Statement

- Documents/pages identified as trade secrets, proprietary and/or confidential, if none, so state.

Proposers shall observe the requirements set forth in this Section 7.0, Proposal Submission Requirements, in the preparation of their proposal and shall agree to provide the County with any additional information necessary for an accurate determination of the prospective Contractor(s) qualifications to perform the required services.

The response to this RFP must be made according to the specifications for content and sequence set forth in Section 7.9 (Business Proposal Format) and 7.10 (Cost Proposal Format), herein. **Failure to adhere to these specifications may be cause for rejection of the proposal. No correction or re-submission shall be accepted after the proposal deadline. The County reserves the right to waive any informality in a submitted proposal.** Everything constituting the Proposal and all documents submitted in connection with the Contract shall be written in the English language, and all numerical data furnished herein shall use the foot, pound, and second system of units of measurement.

## **7.9 Business Proposal Format**

**IMPORTANT:** Proposals must be submitted in the format described below, as to both sequence and content. Failure to comply with these provisions may, at the discretion of the DPSS Director or his/her designee, result in disqualification of the proposal:

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

- 7.9.1.1 Proposer's Organization Questionnaire-Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- 7.9.1.2 Cover Page
- 7.9.1.3 Transmittal Letter
- 7.9.1.4 Table of Contents
- 7.9.1.5 Executive Summary (Section A)
- 7.9.1.6 Proposer's Qualifications (Section B)
- 7.9.1.7 Proposer's Approach to Provide Required Services (Section C)



7.9.1.8 Proposer's Quality Control Plan (Section D)

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

7.9.1.10 Business Proposal Required Forms (Section F)

7.9.1.11 Last Page of Proposal (Section G)

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

The proposer shall complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms). **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.

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.

## **7.9.3 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.
- 3) 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.

#### **7.9.4 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.

#### **7.9.5 Cover Page**

The cover page shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, proposal submission date, and the Proposer's name. It must also identify the proposal as "Original", or "Copy x of 5," as appropriate.

#### **7.9.6 Transmittal Letter**

The transmittal letter must be a one (1) page letter on the Proposer's stationery, transmitting the proposal. The transmittal letter must include the firm's name, address, telephone number and email address of the person(s) to be used for contact, and the name of the person(s) authorized to make representations for the firm and an e-mail address for said person(s). **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a contract.** The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in Appendix A, Statement of Work. The transmittal letter should also state that the proposal will remain in effect for one year (365 days) from the due date of proposal submission.

#### **7.9.7 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, subsection, paragraph, and subparagraph reference numbers.

#### **7.9.8 Executive Summary (Proposal Section A) – Limit to two (2) pages**

Condense and highlight the contents of the proposer's Business Proposal to provide DPSS with a broad understanding of the proposer's approach, qualifications, experience, and staffing.

Proposer should place special emphasis on how its proposed scope of work and approach will meet or exceed the primary objectives of

this RFP. Information contained in the Executive Summary must also be included in the body of the proposal.

## **7.9.9 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:

### **7.9.9.1 Proposer's Background and Experience (Section B.1) – Limit to ten (10) Pages**

Provide a summary of relevant background information to demonstrate that the proposer meets the minimum requirement(s) stated in Section 3.0 (Proposer's Minimum Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity. (Any minimum requirements listed in Section 3.0 (Proposer's Minimum Qualifications) may also be listed in Paragraph 7.9.9 (Proposer's Qualification, Section B).

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

The information provided to the County pursuant to RFP subsection 7.9.9.2 below may be used to contact past contracting agencies in order to assess Proposer's performance history.

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms).

1. County may disqualify a proposer as non-responsive and/or non-responsible if:
  - a) references fail to substantiate proposer's description of the services provided; or
  - b) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or

- c) 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.
- 2. The proposer must complete and include the following Required Forms (Appendix D):
  - a) Exhibit 2 (Prospective Contractor References) in Appendix D (Required Forms). Proposer must provide **five (5) references** where the same or similar scope of services was provided. If the Proposer has or has had any contract with DPSS within the last five (5) years, the Proposer must list at least one of those contracts as a reference. County may deduct points and/or deem it a failure to meet minimum requirements.
  - b) Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms). The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary. The list should include all agreements that qualify the Proposer to meet the minimum number of years of experience under this RFP. Failure to provide this information may result in point deductions and/or a determination of non-responsiveness.
  - c) Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms). Listing must include contracts terminated within the past **three (3) years** with a reason for termination. If qualifying experience was gained in a terminated Contract, please repeat the Contract on this list. Failure to provide this information may result in point deductions and/or a determination of non-responsiveness.

#### **7.9.9.3 Proposer's Financial Capability (Section B.3)**

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 2017 and 2016) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. 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. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.
- 2) List any potential commitments that may impact assets, lines of credit, guarantor letters, etc., and that may affect the Proposer's ability to perform the contract.

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

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, **including but not limited to, other companies, corporations, organizations or persons (related parties) related to the Proposer, its principals by blood, marriage, or through legal organization (corporation, partnership, association, etc.) that will be considered affiliated for the purposes of this RFP. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or Federal agencies.** Provide a statement describing the size and

scope of any pending or threatening litigation against the proposer or principals of the proposer.

#### **7.9.10 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. The following Section must include:

7.9.10.1 Describe experience in providing requested services in the SOW - **Limit to three (3) pages**

7.9.10.2 Explain plans on how to provide and implement the services listed in Section 2.1 of the RFP and the SOW. Proposer shall explain their understanding of the scope and intent of the SOW, and describe in detail, its proposed plan for the provision of Anonymous Welfare Fraud Referrals and Reward Services - **Limit to ten (10) pages**

7.9.10.2.1 Describe how Proposer plans to operate the fraud hotline;

7.9.10.2.2 Describe how multilingual staff are trained and experienced in questioning informants to elicit sufficient details of reported instances of suspected welfare fraud;

7.9.10.2.3 Describe Proposer's publicity plan to provide an ongoing media public awareness campaign to promote the program. The publicity plan should identify the type of print, electronic, or other forms of media that will be used;

7.9.10.2.4 Describe how Proposer plans to ensure that welfare fraud referrals are forwarded to DPSS in a timely manner;

7.9.10.2.5 Describe how Proposer plans to ensure timely notification of child/elder abuse or other criminal allegations to the appropriate investigating agency;

7.9.10.2.6 Describe how Proposer intends to maintain the anonymity of its informants; and

7.9.10.2.7 Describe system of distributing rewards.

#### **7.9.11 Proposer's Quality Control Plan (Section D)**

Present a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A (Statement of Work) and the Performance Requirements Summary Chart in Appendix B (Statement of Work Exhibits) - **Limit to ten (10) pages**

The following factors may be included in the plan:

7.9.11.1 Activities to be monitored to ensure compliance with all contract requirements;

7.9.11.2 Monitoring methods to be used;

7.9.11.3 Frequency of monitoring;

7.9.11.4 Samples of forms to be used in monitoring;

7.9.11.5 Title/level and qualifications of personnel performing monitoring functions; and

7.9.11.6 Documentation methods of all monitoring results, including any corrective action taken.

#### **7.9.12 Proposer's Green Initiatives**

Present a description of proposed plan for complying with the green requirements as described in Section 1.0, Subsection 1.5 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

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

7.9.13.1 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.

**7.9.13.2 Section E of proposer's response must include:**

1. A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C (Sample Contract).
2. A statement offering the proposer's acceptance of or exceptions to all requirements listed in Appendix A (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.

**7.9.13.3 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.

**7.9.14 Business Proposal Required Forms (Section F)**

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).



- Exhibit 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- Exhibit 2 Prospective Contractor Reference
- Exhibit 3 Prospective Contractor List of Contractors
- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference Program Consideration
- Exhibit 8 Proposer's EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11-14 (Bid Sheet, Cost Forms, included in Cost Proposal)
- Exhibit 15 Charitable Contribution Certification
- Exhibit 16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 17 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking
- Exhibit 18 Five-Year Disclosure Summary
- Exhibit 19 Contractors Certification of Office Locations
- Exhibit 20 Compliance with Fair Chance Employment Hiring Practices Certification

#### **7.9.15 Intentionally Omitted**

#### **7.9.16 Last Page of Proposal (Section G)**

The last page of the Business Proposal shall list names of all joint ventures, partners, Subcontractors, or others having any right or interest in the Contract, or the proceeds thereof. The page must include the signature and following information of the person authorized to bind Proposer in a Contract, as shown below:

Respectfully submitted,  
(Firm or Corporate Name)

By: \_\_\_\_\_  
(Signature)

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

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

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

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

City: \_\_\_\_\_

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

## **7.10 Cost Proposal Format**

Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the sole discretion of the director of DPSS, result in disqualification of the proposal.

Cost Proposals are to be separated from the Business Proposal and sealed in an envelope, box, or other secured method. Sealed Cost Proposals may be included in the box as the Business Proposals.

Cost Proposals must contain cost 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.

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

7.10.1.1 Cover Page identifying, at a minimum, the RFP and the proposer's name.

7.10.1.2 Exhibit 11 (Bid Sheet) in Appendix D (Required Forms)

7.10.1.3 Exhibit 12 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms)

7.10.1.4 Exhibit 13 (Budget Sheets and Budget Narrative) in Appendix D (Required Forms)

7.10.1.5 Exhibit 14 Employee Monthly Benefits Sheet

## 7.11 Firm Offer-Withdrawal of Proposal

- 7.11.1 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.

## 7.12 Proposal Submission

- 7.12.1 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 ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES RFP CMD #18-01**

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 ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES RFP CMD #18-01**

The electronic material of the proposals, as stipulated in Subsection 7.8 of this RFP, must be submitted in a separate sealed package, plain marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"CD'S FOR ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES"**

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

County of Los Angeles  
Department of Public Social Services  
12900 Crossroads Parkway South, East  
Annex, 2<sup>nd</sup> Floor, City of Industry, CA 91746  
Attention: Priscilla Diaz, Administrative Services Manager I

It is the sole responsibility of the submitting proposer to ensure that its proposal is **received** before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing

date and time for receipt of proposals, as listed in Paragraph 7.3 (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. The last date and time proposals will be accepted is Monday, August 7, 2018, at 12:00 noon (Pacific Time). **No proposals will be accepted after this date/time.**

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

### **8.1 Selection Process**

8.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on August 7, 2018.

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. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. 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.

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.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective contractor.

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

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

8.2.1 County shall review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms) and determine if the proposer meets the minimum requirements as outlined in Section 3.0 (Proposer's Minimum Qualifications) 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**

8.3.1 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 Subsection 5.8 (Determination of Proposer Responsibility).

#### **8.4 Business Proposal Evaluation and Criteria (75%)**

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

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

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Subparagraph 7.9.9.1 (Proposer's Background and Experience [Section B.1]) of the proposal.

Proposer will be evaluated on the verification of references provided in Subparagraph 7.9.9.2 (Proposer's References (Section B.2)) of the proposal. 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 one hundred percent (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.

A review will be conducted to evaluate the proposer's financial capability as provided in Subparagraph 7.9.9.3 (Proposer's Financial Capability (Section B.3)) of the proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Subparagraph 7.9.9.4 (Proposer's Pending Litigation and Judgment [Section B.4]) of the proposal.

##### **8.4.3 Proposer's Approach to Providing Required Services (35%)**

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 Paragraph 7.9.10 (Proposer's Approach to Provide Required Services [Section C]) of the proposal.

##### **8.4.4 Quality Control Plan (10%)**

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the

requirements of this contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Paragraph 7.9.11 (Proposer's Quality Control Plan [Section D]) of the proposal.

#### **8.4.5 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 Appendix C (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit A (Statement of Work), as stated in Paragraph 7.9.13 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to [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 (25%)**

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 preference, the cost component points will be determined as follows:

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

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

### **8.6 Intentionally Omitted**

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

### **8.7.1 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 Paragraph 8.7.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

### **8.7.2 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 Paragraph 8.7.2 (Proposed Contractor Selection Review) 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.
    - i. 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 Subsection 8.8 (County Independent Review Process) below.

## **8.8 County Independent Review Process**

- 8.8.1 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 Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

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

**APPENDIX A**

**STATEMENT OF WORK**

**ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES**

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## **PREAMBLE**

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

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

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

## **1.0 STATEMENT OF WORK (SOW)**

### **1.1 Overview**

Under the Contract, experienced multilingual operators are accessible 24 hours per day, 365 days per week, to answer anonymous calls regarding suspected welfare fraud crimes.

The Contractor shall be required to provide to County appropriate reports of suspected neglect/abuse and welfare fraud, and have an established system of distributing rewards when authorized and funded by County without compromising the caller's identity.

### **1.2 Scope of Work**

The Contractor shall:

1.2.1 Provide all required services as described in this Statement of Work (SOW) and the Appendix B, Technical Exhibits; and adhere to all requirements imposed on Contractor by this Contract.

1.2.2 Provide all, except for those items listed in SOW, Paragraph 1.4.2 County Furnished Items, personnel, equipment, materials, and other items or services necessary to ensure the performance of the required services.

1.2.3 Perform to or exceed the standards outlined in Appendix B, Technical Exhibits, Exhibit 1, Performance Requirements Summary and Appendix B, Technical Exhibits, Exhibit 1A, Performance Requirements Summary Chart.

### **1.3 Specific Tasks**

The Contractor shall be responsible for completing the following tasks:

#### **1.3.1 Fraud Referral Services**

##### **1.3.1.1 Telephone Calls**

- a) Provide a toll-free telephone line to be used by the public to anonymously report suspected cases of welfare fraud occurring in Los Angeles County. This telephone line is to be adequately staffed by trained operators 24 hours a day, seven days a week.

- i. Contractor shall use reasonable business efforts to answer calls within the first five (5) rings.
  - ii. Contractor shall have a system in place to take messages for calls that are unanswered after five (5) rings;
  - iii. Contractor shall not leave the customer on hold for more than five (5) minutes.
  - iv. Contractor shall have a system in place to take messages outside of Contractor's office hours (see 1.4.11 Hours/Days of Work).
- b) Provide trained multilingual operators experienced in questioning callers to elicit sufficient details of reported instances of suspected welfare fraud crimes.
  - c) Ensure operators are trained not to divulge any information to callers about a referral other than indicating that the referral was sent to the DPSS' Welfare Fraud Prevention & Investigations (WFP&I) Section.
  - d) Ensure operators are trained not to mislead callers into believing information they provide will automatically result in a reward since that decision is solely made by a County Reward Review Committee.
  - e) DPSS and Contractor will work together to develop appropriate telephone protocols.

#### 1.3.1.2 **Submission of WFP&I Welfare Fraud Referrals**

- a) Record each call individually on a Fraud Referral Report (see Appendix B, Technical Exhibits, Exhibit 2). These referrals are to be sent to DPSS' WFP&I Section **on a flow basis** (at a minimum of once per week) via email.
- b) The Contractor shall email a list of all referrals and the corresponding copies, to the WFP&Is designated Intake Deputy with copies to the County Contract Administrator (CCA), and County Contract Program Manager (CCPM) on a monthly basis.

- c) Contractor shall maintain permanent records showing the dates the initial information was received by Contractor and when referrals were sent to WFP&I.
- d) Upon request by the CCA, Contractor may be required to make changes to the Fraud Referral Report, submission process and media by which referrals are transmitted to DPSS.

#### 1.3.1.3 **Submission of Abuse/Neglect Allegations**

a) **Department of Children and Family Services: Child Abuse/Neglect Referrals**

- i. Shall notify the Department of Children and Family Services' (DCFS) Child Protection Hotline Section on all suspected welfare fraud calls that also contain allegations of suspected child abuse or neglect.
- ii. Due to the serious nature of these referrals, Contractor must telephone DCFS immediately by using the 1-800-540-4000 hotline number. In the event of a phone line malfunction, Contractor must telefax them immediately to DCFS by using Fax Numbers 213-745-1728 Referrals may also be reported online through the DCFS website located at . [www.lacdcfs.org/](http://www.lacdcfs.org/). Then Contractor shall send, within 24 hours, a copy of the abuse/neglect referrals to DCFS' Child Abuse Hotline Section at:

**Dept. of Children and Family Services**  
Child Protection Hotline Section  
1933 S. Broadway, 5<sup>th</sup> Floor  
Los Angeles, CA 90007



a) **Workforce Development, Aging and Community Services: Elder Abuse or Neglect Referrals**

- i. Shall notify the Workforce Development, Aging and Community Services (WDACS) Elder Abuse Hotline Section on all suspected welfare fraud calls that also contain allegations of suspected elder abuse or neglect.
- ii. Due to the serious nature of these referrals, telephone WDACS, Adult Protective Services (APS) immediately by using the 1-888-202-4248 hotline number, and then mail in the referral to the following address within two days from the call:

**Dept. of Workforce Development,  
Aging and Community Services**  
Adult Protective Services  
Centralized Intake Unit  
3333 Wilshire Blvd. Suite 400  
Los Angeles Ca 90010

- iii. Referrals may also be reported through the APS Online Reporting Tool located at <https://wdacs.lacounty.gov/>. The Contractor shall include an e-mail address for receiving verification/ confirmation that the report was received by WDACS and maintain a copy of the receipt for the Contractor's records.

1.3.1.4 Other Criminal Allegations and Referrals

- a) The Contractor shall notify, the appropriate investigating or regulating agency on suspected welfare fraud calls that also contain allegations pertaining to other crimes not investigated by DPSS. This shall be done by mail or email within one business day from receipt of the report or immediately if public health and safety are at risk.

#### 1.3.1.5 Copies Distribution

- a) The original referral shall reflect that copies were provided as specified in 1.3.1.2, 1.3.1.3 and 1.3.1.4 above (i.e., date, time, to whom, etc.).
- b) Upon request by the CCA, Contractor shall provide copies of referrals and any other information and/or documentation, in any form requested (i.e., hardcopies, PDF, etc.) to other persons designated by the County at Contractor's expense.

### 1.3.2 Public Awareness Campaign

- 1.3.2.1 Provide an ongoing media public awareness campaign to publicize the existence and purpose of the toll-free fraud telephone line for reporting suspected fraud in the programs administered by DPSS, including but not limited to, the DPSS cash, CalFresh, and/or Child Care programs, and to publicize the reward program. Print, electronic or any other form of media communication operating in Los Angeles County may be used.

**NOTE:** Contractor shall ensure there is complete autonomy between DPSS' fraud hotline program and the Contractor's fraud hotline program. This autonomy shall not preclude any reference to the other's program in any and all media campaigns and literature.

- 1.3.2.2 Contractor shall submit to the County within 30 days prior to contract start date, samples of all publications and materials that reference the toll-free fraud hotline, services provided in this SOW, or services or programs administered by DPSS.
- 1.3.2.3 Contractor shall submit to the CCA for approval 30 days prior to publication of new or modified materials not previously approved by the County.

### 1.3.3 Reward Services

DPSS administers the County's Anonymous Welfare Fraud Referrals and Reward Services Program. This Program seeks to safeguard the integrity of our valuable Social Services programs by encouraging the public to report

suspected welfare fraud. Callers to this service can request a reward for their reporting of suspected fraud. Contractor shall in both their Public Awareness Campaign (Section 1.3.2 above) and on calls received, make the public aware of the availability of this reward program in an informational manner, but one that does not suggest or imply a reward. Contractor shall explain the process DPSS follows in determining if a reward is merited.

County's Reward Review Committee will periodically meet to make determinations on the eligibility of informants to receive a maximum of \$100 reward for the fraud information reported to Contractor.

- 1.3.3.1 Contractor shall obtain a list of informants from the County's Reward Review Committee that have been identified and authorized as eligible to receive rewards, utilizing the Reward Authorization Form (see Appendix B, Technical Exhibits, Exhibit 4).
- 1.3.3.2 Contractor shall invoice County to pay rewards, utilizing the Reward Invoice (see Appendix B, Technical Exhibits, Exhibit 9). Reward monies will be taken from the Reward Fund, which shall be held by County to reward both County's and Contractor's informants.
- 1.3.3.3 Upon receipt of the Reward Authorization Form and the reward funds, Contractor shall record receipt of the funds and within ten (10) working days, make arrangements to distribute rewards to informants.
- 1.3.3.4 The Contractor will make three attempts to notify the Informant that the reward has been approved and schedule a pick-up date or make other arrangements. If the contractor is unable to reach the informant or if the informant fails to pick-up their reward within 30 days of scheduled pick-up period shall result in the forfeiture of the reward and the reimbursement of reward funds back to the County within 15 calendar days.
- 1.3.3.4 Contractor shall maintain a record of reward payments that shall include the informant's identification and date payment was made. Contractor records shall include all reward

payments, including those that were not picked-up and paid to informant.

- 1.3.3.5 By the 10th work day of each month, Contractor shall forward the record of reward payments to the CCA, CCPM, and the WFP&I's designated Intake Deputy.

#### **1.3.4 Reports**

The Contractor shall email the following reports to the WFP&Is designated Intake Deputy with a copy to the CCA, and CCPM.

- 1.3.4.1 Monthly Fraud Referral Report (see Appendix B, Technical Exhibits, Exhibit 5).

- a) Contractor shall provide monthly statistical count on the number of welfare fraud informant calls referred to DPSS, DCFS, and WDACS during the report month, and the number who requested rewards.

- 1.3.4.2 Monthly Fraud Referral Volume Report (see Appendix B, Technical Exhibits, Exhibit 7).

- a) Along with each referral sent to DPSS, DCFS, and WDACS during the reporting month, the Contractor shall provide DPSS a Monthly Fraud Referral Volume Report which summarizes all referrals made during the month. The Monthly Fraud Referral Volume Report will identify all referrals made during the report month, organized by the agency receiving referrals, date referred, case number, suspect name, and if the informant would like to receive a reward.

- 1.3.4.3 Welfare Fraud Reward Program Publicity Report (see Appendix B, Technical Exhibits, Exhibit 6).

- a) Contractor shall provide a narrative report describing the advertising done during the report month and provide samples of materials used such as brochures, flyers and advertisements.

#### 1.3.4.4 Telephone Line Certification

- a) Contractor shall provide a copy of monthly telephone bill to certify that the toll-free fraud reporting line was in operation as required in Section 1.3.1 above.

#### 1.3.4.5 Due Dates for Required Reports

- a) All reports described in 1.3.4.1 through 1.3.4.4 above shall be due by the 10<sup>th</sup> calendar day after the end of the month in which services were provided. Reports will be with and attached to Contractor's Basic Monthly Charge Invoice (see Exhibit B, Technical Exhibit 8).

#### 1.3.4.6 Revisions to Required Reports

- a) The frequency and format of all reports required under Section 1.3.4 are subject to change at the sole discretion of the County.
- b) Contractor shall provide all reports and forms to the County for review and approval. Upon request by the CCA, Contractor shall provide revisions to these reports, and provide any additional information requested by DPSS which will assist in the identification of DPSS case records and/or in the fraud investigations.
- c) Contractor shall utilize with alternative formats for any of the above required reports provided by DPSS should any be revised subsequent to implementation of this contract. Statistical information necessary to complete the reports may be revised by DPSS at any time.

## **1.4 Responsibilities**

The following identifies the responsibilities of the County and the Contractor personnel.

### **COUNTY**

#### **1.4.1 County Furnished Items**

##### **1.4.1.1 Reward Fund**

- a) County will provide the Contractor with funds from the Reward Fund to reward those informants designated by the Reward Review Committee as eligible to a maximum \$100 reward. The Reward Fund is separate from this Contract and is directly managed and funded by the County.

##### **1.4.1.2 Report Format**

- a) County will provide the Contractor with guidance in developing the format for all required report forms. The Contractor will use his own crime report form as the Fraud Referral Report form after DPSS revisions are included for additional details, e.g. welfare case number, Social Security number, etc.
- b) Contractor shall provide all reports and forms to the County for review and approval. Upon request by the CCA, Contractor shall allow future revisions to these forms for any additional information requested by DPSS which will assist in the identification of DPSS case records and/or in the fraud investigations.

##### **1.4.1.3 Materials**

- a) County will provide the Contractor with a list of County-observed holidays.

### **CONTRACTOR**

#### **1.4.2 Contractor Furnished Items**

- 1.4.2.1 Contractor shall provide all personnel, training sites, materials and equipment needed by the Contractor, which shall be subject to County

approval; such approval shall not be unreasonably withheld.

- 1.4.2.2 Contractor agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Contractor's sole cost and expense.

#### 1.4.3 Contractor Personnel

- 1.4.3.1 Contractor shall furnish administrative, supervisory personnel to ensure performance of all services required by this SOW and adhere to all requirements imposed on Contractor by this Contract.
- 1.4.3.2 Contractor shall furnish sufficient multilingual staff to operate the toll-free fraud telephone line.

#### 1.4.4 Contractor Equipment/Supplies

- 1.4.4.1 The Contractor shall provide training materials for Contractor's staff, supplies, and support equipment (e.g., personal computers, facsimile machines, photocopy machines) necessary to perform all services required by this SOW and adhere to all requirements imposed on the Contractor by the Contract.

#### 1.4.5 Contractor Materials

- 1.4.5.1 The Contractor shall provide sufficient materials in the languages specified by County to adequately publicize the fraud telephone hotline.

#### 1.4.6 Addition and/or Deletion of Facilities, Specific Tasks and/or Work Hours

- 1.4.6.1 All changes must be made in accordance with subparagraph 8.1 Amendments of the Contract.

#### 1.4.7 Training

- 1.4.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

#### 1.4.8 Contractor's Office

- 1.4.8.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

#### 1.4.9 Hours/Days of Work

- 1.4.9.1 The Contractor shall be available to provide the services described in the SOW at a minimum of eight (8) hours per day.

#### 1.4.10 Quality Control

- 1.4.10.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of this Contract. The Plan shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. The plan shall include, but not be limited to, the following:
- 1.4.10.1 A method for assuring that professional staff rendering services under this Contract has the necessary training and/or qualifying experience.
- 1.4.10.2 An in-house performance monitoring method to ensure that Contract requirements are being met. This monitoring method must include the following:
- a) Specific activities to be monitored,
  - b) Methods of monitoring to be used,
  - c) Frequency of monitoring,
  - d) Samples of forms to be used in monitoring
- 1.4.10.3 A method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.



- 1.4.10.4 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 1.4.10.5 The method of continuing to provide services to the County in the event of a strike of the Contractor's employees.
- 1.4.10.6 The incorporation of any updates and revision resulting from any corrective action taken and/or identified by any of the following:
  - a) Contractor's in-house performance monitoring methods, as identified in its Quality Control Plan;
  - b) County's Contract Discrepancy Report(s).

#### 1.4.11 County's Quality Assurance Monitoring Plan

- 1.4.11.1 The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan:
- 1.4.11.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contractor Project Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Appendix B, Technical Exhibits, Exhibit 3) is issued, Contractor may be required to meet with the County within five (5) business days, as mutually agreed, to discuss the problem.
- 1.4.11.3 The CCA prepares the action items summary from the Performance Evaluation Meeting. The Contractor Project Manager and the CCA sign this summary. Should the Contractor Project Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the summary. This statement shall be attached to the CCA's summary and be a part thereof.

1.4.11.4 The Contractor's failure to respond shall result in the acceptance of the action items summary as written. If any dispute is still unresolved, the decision of the CCA will be final.

1.4.11.5 Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

## **1.5 Green Initiatives**

1.5.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

1.5.2 Contractor shall notify the CCPM and CCA of Contractor's new green initiatives prior to the contract commencement.

## **1.6 Contract Discrepancy Reports (CDR)**

1.6.1 Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contractor's Project Manager shall resolve the problem within a time period mutually agreed upon by the CCA and the Contractor.

1.6.2 The CCA will determine whether a formal CDR shall be issued (Appendix B, Technical Exhibits, Exhibit 3). If a CDR is necessary, it is issued via telefax or electronic mail to the Contract Manager.

1.6.3 The Contractor, upon receipt of the CDR, is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the CDR and for prevention of future discrepancies shall be submitted within ten (10) business days.

## **1.7 Performance Requirements Summary (PRS)**

1.7.1 All listings of services used in the PRS (Appendix B, Technical Exhibits, Exhibit 1) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If

any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 1.7.2 When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:
- 1.7.3 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.4 Reduce payment to Contractor by a computed amount based on the penalty fees(s) in the PRS.
- 1.7.5 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance. Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- 1.7.6 This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Appendix C, Sample Contract, Section 8, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience of the County.
- 1.7.7 The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.
- 1.7.8 All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of Contractor beyond that defined in the main body of the

Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for penalties.

- 1.7.9 The County expects a high standard of Contractor performance for the required service. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

#### **1.7.10 Performance Requirements Summary Chart**

The Performance Requirements Summary Chart (Technical Exhibit B-1A) is at the end of this exhibit and:

- 1.7.10.1 Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
- 1.7.10.2 Defines the Standards of Performance for each of the required services (Column 2 of chart).
- 1.7.10.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a penalty amount or points (Column 3 of chart).
- 1.7.10.4 Indicates the method of monitoring the services (Column 4 of chart).
- 1.7.10.5 Indicates the penalties/fees to be assessed for exceeding the AQL for each listed required service (Column 5 of chart). These may serve as the baseline for assessing liquidated damages.

### **1.7.11 Quality Assurance**

Each month Contractor performance will be compared to the contract standards and Acceptable Quality Levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP).

County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- 1.7.11.1 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
- 1.7.11.2 Random Sampling of items such as reports, invoices, etc. For random sample tables/methods to be used by County, refer to book entitled Handbook of Sampling for Auditing and Accounting (2<sup>nd</sup> Edition) by Herbert Arkin;
- 1.7.11.3 Review of Reports, Statistical Record and Files maintained by the Contractor;
- 1.7.11.4 On-site evaluations; and
- 1.7.11.5 Complaints

### **1.7.12 Measurable Outcomes**

- 1.7.12.1 Contractor shall provide services that address, but are not limited to, the following measurable indicators:
  - a) Number of welfare fraud referrals received;
  - b) Number of child protective services referrals made;
  - c) Number of elder abuse referrals made;
  - d) Number of informants requesting rewards;
  - e) Number of reward payments made
  - f) Responsiveness to calls within five (5) rings.

### **1.7.13 Performance Measures**

- 1.7.13.1 The Contractor shall demonstrate in writing how the direct services impact the measurable outcome, upon the County's request.

1.7.13.2 The Contractor shall maintain the following documents that reflect the benchmarks are being met:

- a) Required statistical reports related to the provided services.
- b) Required documents such as telephone bills, bills for advertising, etc. related to the provided services.
- c) Permanent records showing the dates the initial information was received by Contractor and referral sent to WFP&I.
- d) Record of reward payment that will include the informant's identification and date reward payment was made.

#### **1.7.14 Criteria for Acceptable or Unacceptable Performance - Random Sampling**

Determine the number of defects that renders a service unsatisfactory as follows:

- 1.7.14.1 Select a sample at random so that it will be representative of the entire population.
- 1.7.14.2 Compare the sample to the Standard, and the conclusions are made about Contractor performance for the whole group.
- 1.7.14.3 The random sampling plan includes the following information:
  - a) *\*Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;
  - b) *Lot Size* - The total number of unit or services to be provided;
  - c) *Sample Size* - The number of units to be checked in a given time period; and
  - d) *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.
  - e) *\*The AQL for each sample is taken from the PRS. The lot size is determined by how often the Contractor will provide a service during the*

month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

#### **1.7.16 Remedy of Defects**

- 1.7.16.1 Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators (UPIs), Contractor must, within ten (10) workdays, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

#### **1.7.17 Unsatisfactory Performance Remedies**

- 1.7.17.1 When Contractor performance does not conform with the requirements of this Contract, County shall have the option to apply the following nonperformance remedies:
- a) Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
  - b) Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS Chart.
  - c) Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
  - d) Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice. This section does

not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Contract Section 8.42, Termination for Convenience of County.



**APPENDIX B**

**STATEMENT OF WORK - TECHNICAL EXHIBITS**

**ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	LIQUIDATED DAMAGES
Contractor shall provide toll-free 24-hour, 7-day per week telephone line to be used by the public to report suspected cases of welfare fraud occurring in Los Angeles County.  Appendix A, Statement of Work, Section 1.3.1.1 Specific Tasks	Ensure telephone equipment and service are available to meet the terms of this contract.	NONE	Telephone bills Inspection and Observation User Complaint	\$500 per occurrence
Contractor shall publicize the existence and purpose of the toll-free fraud hotline.  Appendix A, Statement of Work, Section 1.3.2 Specific Tasks	Ensure ongoing media campaign using print, electronic or any other form of media communication operational in Los Angeles County.	NONE	Copies of Brochures Advertising bills Inspection & Observation	\$500 per occurrence
Ensure there are sufficient trained multilingual operators to operate the toll-free fraud telephone line.  Appendix A, Statement of Work, Section 1.3.1.1 Specific Tasks	Provide trained multilingual operators experienced in questioning callers to elicit sufficient details of reported suspected welfare fraud.	NONE	On-Site Observation User Complaint	\$500 per occurrence
Ensure Contractor Project Manager and alternate are present and replaced when there is a vacancy.  In the interim, ensure vacancies do not negatively impact service delivery.  Appendix A, Statement of Work, Section 1.4.3, Responsibilities	Provide Contractor Project Manager and alternate and provide qualified replacements within 15 calendar days of vacancy.  Have a staffing plan to ensure there is no adverse impact on service delivery due to the staff reduction.	2 Calendar Days	100% Inspection On-Site Observation User Complaint	\$500 per occurrence
Maintain the confidentiality of all records obtained from the County under this Contract.  Ensure that Confidentiality Agreements for all Contractor employees are on file.  Appendix C. Sample Contract, Standard Terms and Conditions, Section 7.6, Confidentiality	All Contractor employees have Confidentiality Agreements on file prior to the employee's start date.	NONE	Random Sampling On-Site Review	\$100 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

<b>REQUIRED SERVICES</b>	<b>STANDARDS</b>	<b>DEGREE OF DEVIATION ALLOWED (AQL)</b>	<b>METHODS OF MONITORING</b>	<b>LIQUIDATED DAMAGES</b>
Maintain the anonymity of informants and payment of rewards.  Appendix A, Statement of Work, Section 1.1 Overview	Contractor shall establish a system of distributing anonymous rewards without compromising the informant's identity.	NONE	On-Site Review User Complaint	\$500 per occurrence
Complies with the terms of the Civil Rights Resolution Agreement as directed by DPSS, and as specifically outlined in the Statement of Work.  Appendix C. Sample Contract, Standard Terms and Conditions, Section 8.7, Compliance with Civil Rights Laws	Ensures the terms of the Civil Rights Resolution Agreement are met.	NONE	On-Site Review User Complaint	\$500 per occurrence
Provide verification of insurance coverage to the County Contract Administrator prior to the Contract start date, annually during the term of the Contract and at the time of each monitoring visit.  Appendix C, Sample Contract, Standard Terms and Conditions Section 8.24, General Provisions for all Insurance Coverage and Section 8.25, Insurance Coverage	Ensures that all insurance policies are current and meet insurance requirements.	NONE	100% Review	\$500 per occurrence
Provide accurate and complete invoices in a timely manner, as requested by County.  Appendix C, Sample Contract, Standard Terms and Conditions Section 5.0, Contract Sum	All accurate and complete invoices are submitted within 15 calendar days after the service month.	Two (2) Business Days	100% Review of Invoices Review of MMR	\$100 per occurrence
Provide accurate and complete Fraud Referral Report Forms in a timely manner, as requested by County.  Appendix A, Statement of Work, Section 1.3, Specific Tasks	Contractor shall record each call individually on the Fraud Referral Report Form. These forms are to be forwarded to DPSS WFP&I in a timely manner as required by County.	Two (2) Business Days	100% Review of Reports Review of MMR	\$100 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	LIQUIDATED DAMAGES
Submit Child Abuse/Neglect Allegations to the appropriate agency in timely manner, as requested by the COUNTY.  Appendix A, Statement of Work, Section 1.3.1.3.1 Child Abuse/Neglect Allegations	Contractor shall immediately notify, by fax or telephone, the Department of Children and Family Services (DCFS) Child Abuse Hotline Section of all suspected welfare fraud calls that also contain allegations of suspected child abuse/neglect. In addition, a hard copy of the referral must be sent by mail to DCFS within 24-hours.	NONE	Random Sampling Inspection & Observation User Complaint	\$500 per occurrence
Submit Elder Abuse/Neglect Allegations to the appropriate agency in timely manner, as requested by the County.  Appendix A, Statement of Work, Section 1.3.1.3.2 Elder Abuse/Neglect Allegations	Contractor shall immediately notify, by fax or telephone, the Workforce Development, Aging and Community Services (WDACS) Elder Abuse Hotline Section of all suspected welfare fraud calls that also contain allegations of suspected elder abuse/ neglect. In addition, a hard copy of the referral must be sent by mail to WDACS within 24-hours.	NONE	Random Sampling Inspection & Observation User Complaint	\$500 per occurrence
Submit Other Criminal Allegations to the appropriate agency in timely manner, as requested by the County.  Appendix A, Statement of Work, Section 1.3.1.4 Other Criminal Allegations	Contractor shall notify the appropriate investigative or regulatory agency of all suspected welfare fraud calls that also contain allegations of crimes not investigated by DPSS. This shall be done by mail within one business day of receipt of report.	NONE	Random Sampling Inspection & Observation User Complaint	\$100 per occurrence
Develop a Quality Control Plan. Maintain a quality control system.  Appendix A, Statement of Work, Section 1.4.11, Quality Control	Contractor develops and complies with the County-approved Quality Control Plan.	NONE	Review of QC Plan and Compliance with the Plan	\$500 per occurrence

**TECHNICAL EXHIBIT B-2**  
**FRAUD REFERRAL REPORT**  
**(SAMPLE TO BE PROVIDED BY THE PROPOSER)**



**LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
REWARD AUTHORIZATION FORM**

**INFORMANT DATA**

**Identification  
Number**

**Referral  
Date**

**Case Name**

**Case Number**

**REWARD AUTHORIZATION**

**Authorization  
Date**

**Authorized  
Amount**

---

**Reward Review Committee Authorized Signature**

**Date**

**DPSS FINANCE DIVISION USE ONLY**

**Invoice  
Number**

**Invoice  
Date**

**Amount  
Paid**

**Date  
Paid**

(CONTRACTOR LETTER HEAD)

To: Director/County Contract Administrator  
 Welfare Fraud Prevention & Investigations Section  
 12000 S. Hawthorne Blvd.  
 Hawthorne, CA 90250

WELFARE FRAUD REWARD PROGRAM  
 MONTHLY FRAUD REFERRAL REPORT

	Report Month (Month/Year)	Cumulative From (Date)
Number of Referrals sent to WFP&I:	_____	_____
Number of Referrals Requesting Rewards	_____	_____
Number of Referrals to DCFS (Child Abuse)	_____	_____
Number of Child Abuse or Neglect Referrals Sent to WFP&I	_____	_____
Number of Referrals to DCSS (Elder Abuse)	_____	_____
Number of Elderly Abuse or Neglect Referrals sent to WFP&I	_____	_____

Attached is the report providing a description of the Contractor's Welfare Fraud Reward Program publicity efforts for this report month (type and number of Media Advertisements generated during report month).

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

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



**WELFARE FRAUD REWARD  
PROGRAM PUBLICITY REPORT**

**MONTH/YEAR**

1. Welfare Fraud Posters, Brochures and stickers distributed to cities in Los Angeles County.
2. Continued television coverage of Welfare Fraud Public Service Announcements on (List Television Stations) in Los Angeles.

Number of announcements during report month: \_\_\_\_\_

3. Continued radio coverage of Welfare Fraud Public Service Announcements on: (List radio stations) in Los Angeles County.

Number of announcements during report month: \_\_\_\_\_

4. Other Advertisements (specify)

\_\_\_\_\_

For further information contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WELFARE FRAUD REWARD PROGRAM FRAUD REFERRAL VOLUME REPORT (MONTH/YEAR)

[illegible]

**TECHNICAL EXHIBIT B-8**  
**BASIC MONTHLY CHARGE INVOICE**  
**(SAMPLE TO BE PROVIDED BY THE PROPOSER)**

**TECHNICAL EXHIBIT B-9**

**REWARD INVOICE**

**(SAMPLE TO BE PROVIDED BY THE PROPOSER)**

**APPENDIX C**

**SAMPLE RFP CONTRACT**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**ANONYMOUS WELFARE FRAUD REFERRALS**

**AND REWARD SERVICES**

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P	Zero Tolerance Policy on Human Trafficking Certification
Q	Stop Human Trafficking Poster
R	Compliance with Fair Chance Employment Hiring Practices Certification
S	Contractor's Non-Discrimination in Service Certification

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Sample Contract

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
\_\_\_\_\_  
FOR  
ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD  
SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, Department of Public Social Services ("DPSS") hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County may contract with private businesses for Anonymous Welfare Fraud Referrals and Reward Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Anonymous Welfare Fraud Referrals and Reward Services; and

WHEREAS, Contractor, is qualified to provide toll-free hotlines for the public to anonymously report suspected crimes, and is located at \_\_\_\_\_.; and

WHEREAS, Contractor is able to staff toll-free telephone lines, 24 hours daily, seven-days a week, with trained multilingual staff experienced in questioning informants to elicit sufficient details for governmental agencies to investigate the reported instances of suspected crimes, and

WHEREAS, Contractor is able to provide rewards to welfare fraud informants without compromising welfare fraud informants' anonymity; and

WHEREAS, Contractor has been involved in and has developed expertise in delivering these services; and

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WHEREAS, these services cannot be performed adequately by County employees and it is impossible to recruit and train such personnel to perform such services for the period of time such services are needed by County; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

### **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

#### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work (SOW)
- 1.2 Exhibit B - Statement of Work (SOW) Technical Exhibits
- 1.3 Exhibit C - Contractor's Budget
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
  - G-1 - Contractor Employee Acknowledgement and Confidentiality Agreement
  - G-2 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
  - G-3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance

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- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - IRS Notice 1015: Provides information on Federal Earned Income Credit
- 1.11 Exhibit K - Defaulted Property Tax Reduction Program: County Code
- 1.12 Exhibit L - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.13 Exhibit M - Certification of No Conflict of Interest
- 1.14 Exhibit N - Charitable Contributions Certification
- 1.15 Exhibit O - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. PART 76)
- 1.16 Exhibit P - Zero Tolerance Policy on Human Trafficking Certification
- 1.17 Exhibit Q - Stop Human Trafficking Poster
- 1.18 Exhibit R - Compliance with Fair Chance Employment Hiring Practices
- 1.19 Exhibit S - Contractor's Non-Discrimination in Service Certification

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

## 2.0 DEFINITIONS

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

2.1.1 **Anonymous Individual** – All individual(s) who make fraud referrals to the Contractor shall remain anonymous, and shall not be required to provide their names or any other identifying information.

2.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.3 **Confidential Information/Referral(s)** – Any fraud referrals or information provided by anonymous individuals to the Contractor shall remain confidential, and shall be treated as private and restricted communication.

2.1.4 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.5 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.6 **Contract Program Monitor (CPM):** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

- 2.1.7 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.8 **County Contract Administrator (CCA):** Person designated by County's Contract Director to manage the operations under this contract.
- 2.1.9 **County Contract Director (CCD):** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the CCA.
- 2.1.10 **County Contract Program Manager (CCPM):** Person designated by the Bureau of Program and Policy (BPP) to address the program and policy aspects of the Contract and for receiving the Monthly Management Report for statistical data, and investigating and responding to user complaints.
- 2.1.11 **County Supervising Contract Administrator:** Person designated by County's CCD to manage the operations under this Contract.
- 2.1.12 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.13 **Department of Children and Family Services (DCFS):** The County department of responsible for providing children's protective services, including family social work counseling, investigation of allegations of child abuse and neglect, protection of children remaining in their own home, around-the-clock emergency placement of children, and the supervision and care of children declared dependents of the juvenile court under Section 300 of the Welfare and Institutions Code;
- 2.1.14 **Department of Public Social Services (DPSS):** The County department responsible for providing social and financial services to eligible persons in Los Angeles County.
- 2.1.15 **Department of Workforce Development, Aging and Community Service (WDACS):** The County department responsible for those general duties as are prescribed by applicable federal, State, and local laws and Board of Supervisors' policies pertaining to the provision of older adult and dependent adult services, employment and

training services, social services, and community services.

- 2.1.16 **Director:** The Director of DPSS, County of Los Angeles, or authorized representative(s).
- 2.1.17 **Fiscal Year (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.18 **Informant:** a person who provides information of alleged welfare fraud.
- 2.1.19 **Reward Review Committee (RRC):** The DPSS RRC is responsible for making determination on the eligibility of informants to receive rewards. The RRC is comprised of members from DPSS's Programs Compliance Division and the Bureau of Workforce Services.
- 2.1.20 **Statement of Work (SOW):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.21 **Welfare Fraud Prevention & Investigations Section (WFP&I):** The Department's section responsible for receiving all the anonymous telephone referrals with allegations of welfare fraud. WFP&I investigative staff handles the investigation of these referrals.
- 2.1.22 **Welfare Fraud:** The willful and criminal deception intended to obtain funds from the County. This includes earnings from employment and unearned income, e.g., child support, unemployment benefits, disability benefits, etc.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same 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.



## **4.0 TERM OF CONTRACT**

**4.1** The term of this Contract shall be three (3) years commencing April 1, 2019, or after execution by County's Board of Supervisors, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**4.2** The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Department Head or her designee as authorized by the Board of Supervisors.

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.

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

**4.4** Completion of Contract

Thirty (30) calendar days prior to expiration of this Contract (or shorter time period as determined by County), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to County. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

5.1.1 The maximum contract sum for the three-year term of this Contract is \$\_\_\_\_\_.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

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

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

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - SOW and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed

to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit C (Contractor's Budget) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit C (Contractor's Budget).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (SOW) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Public Social Services  
County Contract Administrator - Contract Management Division  
12900 Crossroads Parkway S – East Annex, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411  
Attention: Anonymous Welfare Fraud Referrals and Reward  
Services

5.5.6 **County Approval of Invoices**

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

5.5.7 **Local Small Business Enterprises (LSBE) – Prompt Payment Program**

Certified LSBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

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

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

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

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

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **County Administration**

A listing of all County Administration referenced in the following subsections are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County's Contract Director (CCD)**

The role of the CCD may include:

- Coordinating with Contractor and ensuring Contractor's performance of the 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; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.2 Supervising County Contract Administrator (SCCA):**

County shall designate one (1) person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- Overseeing the overall management and coordination of the operations of this Contract; and
- Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Sub-section 6.3 below.

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

### **6.3 County's Contract Administrator (CCA)**

The role of the CCA is authorized to include:

- Meeting with the CCA on a regular basis;
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

- Overseeing the day-to-day administration of this Contract;
- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to Contract information, invoicing, and procedural requirements.

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

#### **6.4 County Contract Program Manager (CCPM)**

The responsibilities of the CCPM include:

- 6.4.1 Providing direction to Contractor in the areas of County policy and program requirements;
- 6.4.2 Meeting with the Contractor's Contract Manager on a regular basis; and
- 6.4.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

#### **6.5 Contract Program Monitor (CPM)**

The responsibilities of the CPM include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.5.2 Monitoring and evaluating Contractor's performance in providing appropriate benefits and services as specified in the Contract;
- 6.5.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 6.5.4 Monitoring Contractor for contractual compliance and prepares monitoring reports for the Contract; and

#### 6.5.5 Reviewing and processing of payments for the Contractors.

The CPM reports to the CCA. The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

7.1.2 A listing of all of Contractor's Administration referenced in the following subsections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1.3 The Contractor will notify the County, within two County business days, in writing of any change in the name, address and telephone number of the Contract Project Manager or any of the Contractor's Authorized Officials designated in Exhibit F – Contractor's Administration.

### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and CCPM on a regular basis.

7.2.3 The Contractor shall provide a Contractor Project Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contractor must identify and provide a resume of the individual hired as Contractor Project Manager no later than 15 days prior to the Contract start date. The Contractor Project Manager and alternate shall be identified, in writing, prior to Contract award and at any time thereafter a change of Project Manager or alternate is made. The Contractor Project Manager, or his/her alternate, shall:

- a. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday except County holidays.
- c. Ensure telephone operators are properly trained in handling the referral calls.
- d. Be able to read, write, speak and understand English.
- e. Ensure that all personnel meet the requirements of the Contract.
- f. Ensure that there is sufficient staff to provide services required by this Contract.
- g. Ensure that there is an active requirement recruitment program to ensure staff turnover is promptly addressed.

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

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

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

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

### **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. 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 background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor 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

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

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

## **7.6 Confidentiality**

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

7.6.2 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 Subsection 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Subsection 7.6 shall be conducted by contractor and

performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the DPSS Director or his/her designee.
- 8.1.2 The 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 and executed by the contractor and by the DPSS Director or his/her designee.

- 8.1.3 The DPSS Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0, - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the DPSS Director or his/her designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor 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 paragraph, 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 delegatee 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.
- 8.2.3 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.

- 8.2.4 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.

### **8.3 Authorization Warranty**

- 8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

- 8.4.1 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 FY 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 thirty (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.

### **8.5 Complaints**

- 8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

## 8.5.2 Complaint Procedures

- 8.5.2.1 Within fifteen (15) 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.
- 8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 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.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 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.
- 8.5.2.7 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

## 8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code

2. California Department of Social Services (CDSS) Manual of Policies and Procedures
  3. CDSS Operations Manual
  4. Social Security Act
  5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
  6. Clean Air Act (42 U.S.C. 7401-7671q)
  7. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended
  8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
  9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
  10. Various State regulations and releases listed on several attached Exhibits
- 8.6.2 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 Subsection 8.6 (Compliance with Applicable Law) 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.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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. The contractor shall comply with Exhibit D - Contractor's EEO Certification and Exhibit S, Contractor's Non-Discrimination In-Service Statement.

8.7.2 In addition, Contractor shall abide by the provisions contained in the current Civil Rights Training Handbook, which was developed in compliance with the October 23, 2003, Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services. The RA placed new Civil Rights requirements on DPSS and its Contractors. The Civil Rights Training Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to by DPSS, and its Contractors. Civil Rights requirements include, but are not limited to the following:

- a) Contractor must ensure that public contact staff attend the mandatory CRT provided by DPSS and provide reports to the CCA verifying attendance of such;
- b) Contractor must effectively identify the participant's designated/preferred language by using Language Services Resources as discussed on CRM 17-01, Language Services Memo.
- c) Contractor must provide interpreters to ensure meaningful access to services for all participants;

- d) Contractor must maintain records that include any Civil Rights related correspondence pertaining to participants, and must document in the case records whether language services and ADA accommodations were provided;
- e) Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log as specified in the Contract Subsection entitled - Complaints; and
- f) Contractor must collect data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor 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.

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

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor 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. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

- 8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the 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 the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

the circumstances, and terminate any or all existing contracts the contractor may have with the County.

#### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board 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.

#### **8.12.4 Contractor Hearing Board**

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

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

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other

recommendation of the Contractor Hearing Board 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.

- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- 8.12.4.6 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.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

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

8.13.1 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 Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and 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).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Damage to County Facilities, Buildings or Grounds**

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

#### **8.17 Employment Eligibility Verification**

- 8.17.1 The contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The contractor 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. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The 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 any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Facsimile Representations**

- 8.18.1 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 Subsection 8.1 (Amendments) 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.

## **8.19 Fair Labor Standards**

- 8.19.1 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.



## **8.20 Force Majeure**

- 8.20.1 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 subparagraph as "force majeure events").
- 8.20.2 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract 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.

## **8.22 Independent Contractor Status**

- 8.22.1 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 the 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.

8.22.2 The 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.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor 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.

8.22.4 The contractor shall adhere to the provisions stated in Subsection 7.6 (Confidentiality).

## **8.23 Indemnification**

8.23.1 The 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.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in

Subsection 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 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 National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a

non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to the County Contract Administrator listed in Exhibit E.

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

### **8.24.3 Additional Insured Status and Scope of Coverage**

The County 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.

#### **8.24.4 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.

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

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

#### **8.24.6 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.

#### **8.24.7 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.

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies 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.

#### **8.24.11 Claims Made Coverage**

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

#### 8.24.12 **Application of Excess Liability Coverage**

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

#### 8.24.13 **Separation of Insureds**

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

#### 8.24.14 **Alternative Risk Financing Programs**

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

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits

of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance 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.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) 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.

## **8.26 Liquidated Damages**

- 8.26.1 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.
- 8.26.2 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 is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 1A (Performance Requirements Summary (PRS)) Chart Appendix B (SOW Technical Exhibits) hereunder, 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.

- 8.26.3 The action noted in Paragraph 8.26.2 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.
- 8.26.4 This Paragraph 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 Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

- 8.27.1 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.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The 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.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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.

- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subsection 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County 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.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

- 8.30.1 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

- 8.31.1 The contractor shall bring to the attention of the CCA and/or CCD any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the CCA, SCCA, or CCD is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

- 8.32.1 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.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

- 8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be 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 Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The DPSS Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

- 8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party 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.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Subsection 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the 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 issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The contractor 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:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 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 CCD. The County shall not unreasonably withhold written consent.

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

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

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, state, federal, or CDSS, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this Subsection 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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.

### **8.39 Recycled Bond Paper**

8.39.1 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.

#### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
  - 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The CCD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest



arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to: the CCA listed in Exhibit E.

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

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Subsection 8.14 (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 ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
  - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

#### **8.43 Termination for Default**

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in

their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Subsection 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Subsection 8.43 (Termination for Default) or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Subsection 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing 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 the contractor as it could pursue in the event of

default by the contractor.

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

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
  - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Subsection 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

- 8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on

the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

- 8.47.1 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.

#### **8.48 Validity**

- 8.48.1 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.

#### **8.49 Waiver**

- 8.49.1 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 subsection 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona

fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the County 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.

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

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

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

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

- 8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Subsection 8.51 "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) 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.

#### **8.53 Time Off for Voting**

- 8.53.1 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 ten (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.

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

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

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

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

8.54.4 Contractors are required to complete the Zero Tolerance Human Trafficking Policy Certification, Exhibit P, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provisions as defined in this Subsection 8.54.

8.54.5 Contractor is encouraged to hang or post Exhibit Q, Stop Human Trafficking Poster, in a prominent position in Contractor's place of business.

#### **8.55 Compliance with Fair Chance Employment Practices**

8.55.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of

such material breach, County may, in its sole discretion, terminate the Contract.

8.55.2 Contractors are required to complete Exhibit R, Compliance with Fair Chance Employment Hiring Practices, certifying that they are in full compliance with the Compliance with Fair Chance Employment Practices provisions as defined in this Subsection 8.56.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)**

9.1.1 Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

9.1.2 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

### **9.2 Child/Elder Abuse/Fraud Reporting**

9.2.1 Contractor and County staff working under the terms of this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child



abuse reports shall be made by telephone to the Department of Children and Family Services (DCFS) hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

9.2.2 Contractor and County staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports shall be made by telephone to the Workforce Development, Aging and Community Services (WDACS) hotline at (888) 202-4248 within three (3) business days and shall submit all required information, in accordance with the WIC Sections 15630, 15633, 15633.5.

9.2.3 Contractor and County staff working under the terms of this Contract shall also immediately report all suspected or actual welfare fraud situations to the County via the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222

### **9.3 Contractor's Charitable Activities Compliance**

9.3.1 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 Charitable Contributions Certification, Exhibit N, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor 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) above, the Contractor will 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).

Notwithstanding any other remedies in this contract, 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.

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

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.5.2 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 LSBE.
- 9.5.3 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 LSBE.
- 9.5.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, 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 ten (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.

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

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
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 entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer

and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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

- 9.7.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.7.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.7.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.7.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.7.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under paragraph 9.7.4 for any of the Contractor's proprietary

and/or confidential items which are not plainly and prominently marked with restrictive legends as required by paragraph 9.7.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

- 9.7.6 All the rights and obligations of this Subsection 9.7 shall survive the expiration or termination of this Contract.

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

- 9.8.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.8.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.8.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner

for which the questioned product was not designed nor intended.

## **9.9 Collective Bargaining Agreement**

To comply with California Department of Social Services Regulations Section 23-610 (c) (22), the Contractor agrees to provide the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Contracts.

## **9.10 Fiscal Accountability**

### **9.10.1 Fiscal Policies/Procedures**

The Contractor shall be required to adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) and related OMB Guidance.

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

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Antonia Jimenez, Acting Director  
Department of Public Social Services

**CONTRACTOR'S NAME:** \_\_\_\_\_  
(Name)

By \_\_\_\_\_ Date \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

By \_\_\_\_\_ Date \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Principal Deputy County Counsel



## **STANDARD EXHIBITS**

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B STATEMENT OF WORK (SOW) TECHNICAL EXHIBITS (NOT ATTACHED TO SAMPLE)
- C CONTRACTOR'S BUDGET
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  - G-1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  - G-2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  - G-3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J IRS NOTICE 1015: PROVIDES INFORMATION ON FEDERAL EARNED INCOME CREDIT
- K DEFAULTED PROPERTY TAX REDUCTION PROGRAM: COUNTY CODE
- L CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- M CERTIFICATION OF NO CONFLICT OF INTEREST
- N CHARITABLE CONTRIBUTIONS CERTIFICATION
- O CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)
- P ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
- Q STOP HUMAN TRAFFICKING POSTER
- R COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION
- S CONTRACTOR'S NON-DISCRIMINATION IN SERVICE STATEMENT

***STATEMENT OF WORK***

***NOT ATTACHED TO SAMPLE***

***STATEMENT OF WORK TECHNICAL EXHIBITS***

***NOT ATTACHED TO SAMPLE***

***CONTRACTOR'S BUDGET***

***NOT ATTACHED TO SAMPLE***

**CONTRACTOR'S 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**COUNTY'S ADMINISTRATION**

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

**COUNTY CONTRACT DIRECTOR:**

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

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

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

\_\_\_\_\_

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

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

**SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

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

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

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

\_\_\_\_\_

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

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

**COUNTY CONTRACT ADMINISTRATOR:**

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

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

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

\_\_\_\_\_

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

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

**COUNTY CONTRACT PROGRAM MONITOR:**

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

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

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

\_\_\_\_\_

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

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

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

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:**

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

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

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

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

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

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

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

**CONTRACTOR 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: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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**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

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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

Page 3 of 3

**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)

## **SAFELY SURRENDERED BABY LAW**

# *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)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no 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?

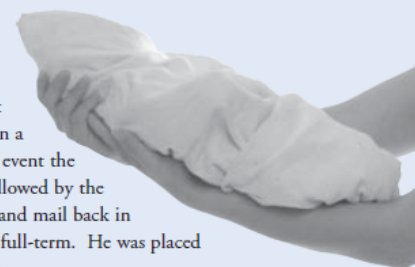
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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 Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

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





## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2016)

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

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 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 give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 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.)

**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;
  - 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.)

## **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.)

## 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:



### ***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

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If 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

---

Please Print Name and Title of Signer

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tiered Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may, but is not required to; check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

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

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractor/Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
**Printed Name of Authorized Representative**

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Domestic Violence Shelter-Based Program Services		

### PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:



**STOP HUMAN TRAFFICKING!**

**If you or someone you know** is being forced to engage in any activity and cannot leave -- whether it is commercial sex, housework, farm work, construction, factory, retail, or restaurant work, or any other activity - call the **National Human Trafficking Resource Center** at **1-888-373-7888** or the California Coalition to Abolish Slavery and Trafficking (CAST) at **1-888-KEY-2-FRE(EDOM)** or

**Si a usted, o a alguien que conoce,** lo están forzando a hacer algo y no lo dejan ir -- ya sea sexo por dinero, trabajo de casa, campo agrícola, construcción, fábrica, en una tienda minorista o restaurante, o cualquier otra actividad -- llame al **Centro Nacional de Recursos para la Trata de Personas** al **1-888-373-7888** o a la Coalición de California para Abolir la Esclavitud y la Trata de Personas (California Coalition to Abolish Slavery and Trafficking, CAST) al **1-888-KEY-2-FRE(EDOM)** o

**如果您本人或您认识的人被迫从** 事任何活动且无法脱身 -- 无论 是商业性交易、家务劳动、农场 工作、建筑、工厂、零售、餐馆 工作还是任何其他活动 -- 请打 电话给全美反人口贩运资源中心 , 电话号码 **1-888-373-7888** 或打 电话给加州废除奴役和人口贩运 联盟 (California Coalition to Abolish Slavery and Trafficking, CAST) , 电 话号码 **1-888-KEY-2-FRE(EDOM)** 或 ,

# 1-888-539-2373

to access help and services. Victims of slavery and human trafficking are protected under United States and California law.

**The hotlines are:**

- Available 24 hours a day, 7 days a week.
- Toll-free.
- Operated by nonprofit, nongovernmental organizations.
- Anonymous and confidential.
- Accessible in more than 160 languages.
- Able to provide help, referral to services, training, and general information.

para obtener ayuda y servicios. Las víctimas de esclavitud y trata de personas están protegidas bajo las leyes de California y los Estados Unidos.

**Las líneas de ayuda:**

- Están disponibles las 24 del día, 7 días por semana.
- Son gratis.
- Están operadas por organizaciones no de gobierno y sin fines de lucro.
- Son anónimas y confidenciales.
- Prestan servicio en más de 160 idiomas.
- Pueden brindarle ayuda, remisión a servicios, capacitación e información general.

获得帮助和服务。 奴役和人口贩运受害者受美国 和加州法律的保护。

**热线电话：**

- 每周七天、每天二十四小时 开通；
- 免费；
- 由非营利、非政府组织运营；
- 匿名和保密；
- 可用160多种语言拨打；
- 能够提供帮助、转介服务、 培训和一般信息。

For more information:  
[www.atty.lacity.org](http://www.atty.lacity.org)  
Los Angeles City Attorney's Office

Report Human Trafficking. Text BeFree (233-733).

© 2014 Alameda County District Attorney's Office

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

### PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018. Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S NON-DISCRIMINATION  
IN SERVICE STATEMENT**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons serviced 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, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

- (circle one)
- |  |     |    |
|--|-----|----|
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes | No |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

---

Name and Title of Signer

---

Signature

---

Date



**APPENDIX D**

**REQUIRED FORMS**

**FOR**

**REQUEST FOR PROPOSALS (RFP)**

**ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES**

## **EXHIBITS**

### **BUSINESS FORMS**

- 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- 2 Prospective Contractor References
- 3 Prospective Contractor List of Contracts
- 4 Prospective Contractor List of Terminated Contracts
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
- 7 Request for Preference Program Consideration
- 8 Proposer's EEO Certification
- 9 Attestation of Willingness to Consider GAIN/GROW Participants
- 10 Contractor Employee Jury Service Program Certification Form and Application for Exception

### **COST FORMS**

- 11 Bid Sheet
- 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- 13 Budget Sheet Format
- 14 Employee Benefits

### **CERTIFICATIONS**

- 15 Charitable Contributions Certification (2004 Non-Profit Integrity Act (SB 1262, Chapter 919))
- 16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 17 Zero Tolerance Policy on Human Trafficking Certification
- 18 Five-Year Disclosure Summary
- 19 Contractors Certification of Office Locations
- 20 Compliance with Fair Chance Employment Hiring Practices Certification

**REQUIRED FORMS - EXHIBIT 1**  
**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE**  
**INFORMATION**

**Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

1. Is your firm a corporation or limited liability company (LLC)? ☐ Yes ☐ No

If yes, complete:

Legal Name (found in Articles of Incorporation) \_\_\_\_\_

State \_\_\_\_\_ Year Inc. \_\_\_\_\_

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

\_\_\_\_\_

3. Is your firm doing business under one or more DBA's? ☐ Yes ☐ No

If yes, complete:

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

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No

If yes, complete:

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

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

5. Has your firm done business as other names within last five (5) years ? ☐ Yes ☐ No

If yes, complete:

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ Yes ☐ No If yes, provide information:

\_\_\_\_\_

\_\_\_\_\_

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☐ Yes ☐ No Has 5 years' experience within the last 10 years handling calls and distributing rewards anonymously.

☐ Yes ☐ No Has 5 years' experience promoting public awareness.

## REQUIRED FORMS - EXHIBIT 1

### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- ☐ Yes ☐ No Has 5 years' experience providing referrals to the appropriate investigating agency on suspected crimes.
- ☐ Yes ☐ No Is a corporation qualified to provide services in the State of California.
- ☐ Yes ☐ No Has operated a comprehensive 24-hours per day, seven-days a week, toll-free fraud hotline for at least 5 years within the last 10 years.
- ☐ Yes ☐ No Has trained multilingual staff in questioning informants to elicit sufficient details of reported instances of suspected welfare fraud.
- ☐ Yes ☐ No Has a system to distribute informant rewards anonymously.
- ☐ Yes ☐ No Has business office in Los Angeles County or adjacent counties. List address:
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Yes ☐ No Has registered on the County's WEBVEN. Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- ☐ Yes ☐ No Completed and submitted the Proposal in the format and requirements set forth in Section 7.0 Proposal Submission Requirements, of this RFP.

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:

\_\_\_\_\_

**I. 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 (Specify): _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following						
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						

Page 2 of 3

- II. **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	%	%	%	%	%	%

- III. **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	Disadvantaged	Disabled Veteran	Other

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.

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

PROPOSER NAME:		COUNTY WEBVEN NUMBER:
ADDRESS:		
PHONE NUMBER:	E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):		
SIGNATURE		DATE

**REQUIRED FORMS - EXHIBIT 2**  
**PROSPECTIVE CONTRACTOR REFERENCES**

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

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.

<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.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<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.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<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.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<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.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

**REQUIRED FORMS - EXHIBIT 3**  
**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

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

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<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.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<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.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<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.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<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.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS - EXHIBIT 4**  
**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor'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:		
<hr/>				
<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:		
<hr/>				
<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:		
<hr/>				
<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:		
<hr/>				



**REQUIRED FORMS - EXHIBIT 5**  
**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

**REQUIRED FORMS - EXHIBIT 6**  
**FAMILIARITY WITH 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:\_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 7

For County Solicitations subject to the Federal Restriction

### REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER(S) ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**REQUIRED FORMS - EXHIBIT 8  
PROPOSER'S EEO CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the 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.	(   )	(   )

---

Signature

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Date

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Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 9**

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

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) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.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 provide DPSS with all job openings and job requirements 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's Organization: \_\_\_\_\_

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

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

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

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 10

### 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 given an exemption 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:

## REQUIRED FORMS - EXHIBIT 11

### REQUIRED BID SHEET ANONYMOUS WELFARE REFERRALS AND REWARD SERVICES FORM OF BID TO BE SUBMITTED BY OFFEROR

The undersigned offers to furnish all personnel, labor and materials, equipment and site(s) necessary for the provision of Anonymous Fraud Referral and Reward Services. The bid includes any sales tax, if applicable. Said work shall be done for the period prescribed and in the manner set forth in the Statement of Work.

I agree to provide the specified services for Los Angeles County Department of Public Social Services at the firm fixed unit cost listed below.

**FIRM FIXED PRICE PER MONTH FOR TERM OF CONTRACT: \$**\_\_\_\_\_

This bid shall remain firm for one year following the last day to accept proposals.

I declare that the computations used to arrive at the cost for Anonymous Fraud Referrals and Reward Services as set forth on Appendix D, Exhibit 13, Budget Sheet.

\_\_\_\_\_  
Signature of Authorized Agent  
Date

\_\_\_\_\_  
Typed Name of Authorized Agent

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address

## REQUIRED FORMS - EXHIBIT 12

### 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

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**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".

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

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Name of Firm

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Print Name of Signer

Title

---

Signature

Date



## REQUIRED FORMS – EXHIBIT 13

### BUDGET SHEET FORMAT ANONYMOUS WELFARE FRAUD REFERRAL AND REWARD SERVICES

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

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			

**Total Salaries and Wages** \$ \_\_\_\_\_

\*FTE = Full Time Equivalent Positions

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

**Total Benefits** \$ \_\_\_\_\_

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Total Payroll Taxes** \$ \_\_\_\_\_

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____

**Total Insurance/Misc. S & S** \$ \_\_\_\_\_

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

#### **INDIRECT COST** (List all appropriate)

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

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

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

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

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_

**REQUIRED LINE ITEM BUDGET NARRATIVE  
ANONYMOUS WELFARE REFERRAL AND REWARD SERVICES**

Proposers are required to complete a budget narrative for each separate line item in their Annual Budget Sheet. All figures and compilations must be clearly explained.

## REQUIRED FORMS – EXHIBIT 14

### EMPLOYEE BENEFITS

#### Medical Insurance/Health Plan:

Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total Mo. Premium \$\_\_\_\_\_

Annual Deductible

Employee \$\_\_\_\_\_ Family \$\_\_\_\_\_

Coverage (✓)

\_\_\_\_\_ Hospital Care (In Patient \_\_\_\_\_ Out Patient \_\_\_\_\_)

\_\_\_\_\_ X-Ray and Laboratory

\_\_\_\_\_ Surgery

\_\_\_\_\_ Office Visits

\_\_\_\_\_ Pharmacy

\_\_\_\_\_ Maternity

\_\_\_\_\_ Mental Health/Chemical Dependency, In Patient

\_\_\_\_\_ Mental Health/Chemical Dependency, Out Patient

#### Dental Insurance:

Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total Mo. Premium \$\_\_\_\_\_

#### Life Insurance:

Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total Mo. Premium \$\_\_\_\_\_

#### Vacation:

Number of Days \_\_\_\_\_ and

Any increase after \_\_\_\_\_ years of employment, number of days or hours \_\_\_\_\_

#### Sick Leave:

Number of Days \_\_\_\_\_ and

Any increase after \_\_\_\_\_ years of employment, number of days or hours \_\_\_\_\_

#### Holidays:

Number of Days \_\_\_\_\_ per year

#### Retirement:

Employer Pays \$\_\_\_\_\_ Employee Pays \$\_\_\_\_\_ Total Premium \$\_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 15**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If 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.

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Signature

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Date

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Please Print Name and Title of Signer

## REQUIRED FORMS EXHIBIT 16

### 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:

## REQUIRED FORMS - EXHIBIT 17

### ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

### PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

## REQUIRED FORMS – EXHIBIT 18

## FIVE-YEAR DISCLOSURE SUMMARY

### *Anonymous Welfare Fraud Referral and Reward Services Program*

#### Five-Year Revenue Disclosure Summary

Agency Name and Address: \_\_\_\_\_  
\_\_\_\_\_

1. SUMMARY OF FUNDING SOURCES						
Program/Project Title	Services Provided	Funding Source	Amount of Award	Contract Period	Supervisory Districts or Areas Served	Target Population

**REQUIRED FORMS – EXHIBIT 18  
FIVE-YEAR DISCLOSURE SUMMARY**

***Anonymous Welfare Fraud Referral and Reward Services Program***

**Five-Year Revenue Disclosure  
Summary**

**Agency Name and Address:** \_\_\_\_\_  
\_\_\_\_\_

2. SUMMARY OF PROPOSALS SUBMITTED/PENDING						
Program/Project Title	Services Provided	Funding Source	Amount of Award	Contract Period	Supervisory Districts or Areas Served	Target Population



**REQUIRED FORMS – EXHIBIT 19**  
**CONTRACTORS CERTIFICATION OF OFFICE LOCATIONS**

**CONTRACTOR NAME:**

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

Name of Firm:

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Name and Title of Signer:

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

**REQUIRED FORMS – EXHIBIT 20**  
**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**  
**CERTIFICATION**

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

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018. Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

## **APPENDICES E THROUGH O**

### **TABLE OF CONTENTS**

- APPENDIX E: Transmittal Form to Request a Solicitation Requirements Review: Transmittal sent to Department requesting a Solicitation Requirements Review.
- APPENDIX F: County of Los Angeles Policy on Doing Business with Small Business: County Policy
- APPENDIX G: Jury Service Ordinance: County Code
- APPENDIX H: Listing of Contractors Debarred in Los Angeles County: Contractors who are not allowed to contract with the County for a specific length of time.
- APPENDIX I: IRS Notice 1015: Provides information on Federal Earned Income Credit.
- APPENDIX J: Safely Surrendered Baby Law: County Program
- APPENDIX K-M: (Intentionally Omitted)
- APPENDIX N: Background and Resources: California Charities Regulation: An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- APPENDIX O: Defaulted Property Tax Reduction Program: County Code

## REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A 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:

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Date Response sent to Proposer: \_\_\_\_\_

## **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.

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

Page 2 of 3

- 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)



## 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>

## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2016)

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

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 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 give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

#### How Will My Employees Know If They Can Claim the EIC?

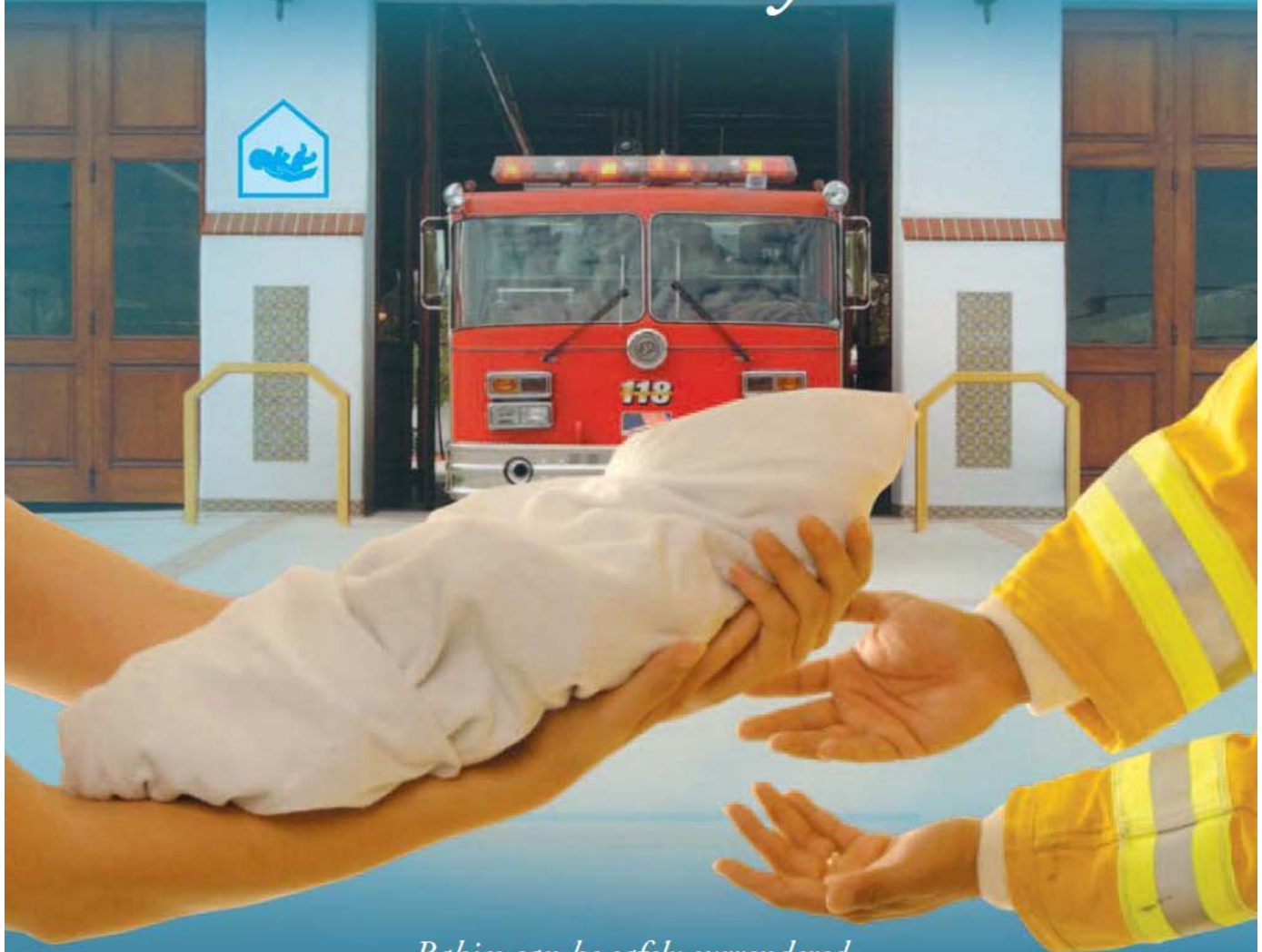
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

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.

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

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no 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?

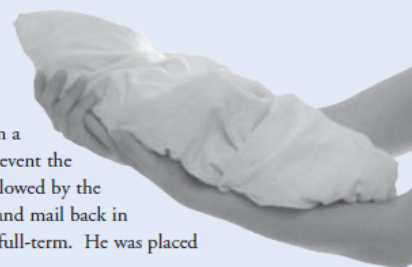
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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.

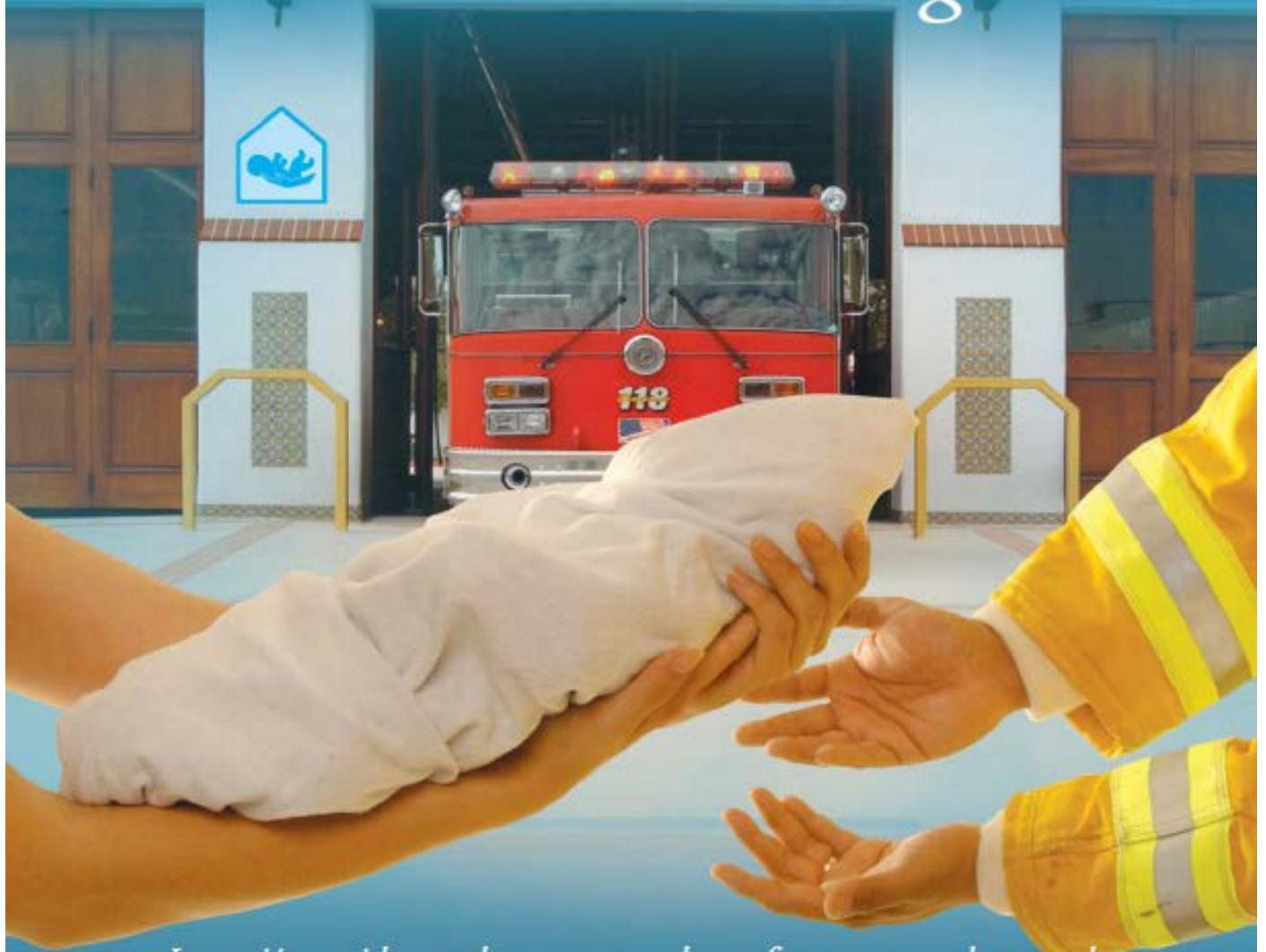
## A baby's story

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)



# 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 Ángeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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?

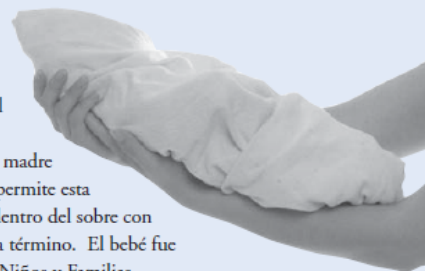
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿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 brazaletes 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.



**APPENDICES K THROUGH M**

**INTENTIONALLY OMITTED**

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

Page 210 of 2

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 19).

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

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### 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 N 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

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- 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

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**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;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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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.)

**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.

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 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.)