



## **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)**

### **CALFRESH OUTREACH PARTNERSHIP PROJECT WITH COMMUNITY-BASED AND FAITH-BASED ORGANIZATIONS**

#### **TO PROVIDE**

#### **CALFRESH APPLICATION ASSISTANCE SERVICES**

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*"To Enrich Lives Through Effective and Caring Service"*

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
CALFRESH OUTREACH PARTNERSHIP PROJECT WITH  
COMMUNITY-BASED AND FAITH-BASED ORGANIZATIONS (CBOs/FBOs)  
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## **PREAMBLE**

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

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

These shared values are encompassed in the County Strategic Plan's Goal 3) Integrated Service Delivery – maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## 1.0 INTRODUCTION AND OVERVIEW

This Request for Statement of Qualifications (RFSQ) is a legal document and begins the process of identifying qualified non-profit community-based and faith-based organizations who are interested in collaborating with the County of Los Angeles in increasing the number of eligible families and individuals who participate in the CalFresh Program. The Los Angeles County Department of Public Social Services (DPSS) administers the CalFresh Program. This RFSQ process seeks applications from churches, synagogues, mosques, temples, and non-profit community-based organizations to enter into cooperative agreements with DPSS to provide CalFresh application assistance to families and individuals throughout the County. If you think your organization may be interested in participating please take the time to follow the following steps:

1. Are you ready and able to participate?
  - a. Read this RFSQ carefully and completely;
  - b. Assess your organization's ability to meet the minimum qualifications;
  - c. Determine your organization's interest in making a long-term commitment to the CalFresh Application Assistance Project;
  - d. Evaluate your organization's access to families and individuals who may qualify for CalFresh benefits.
2. Prepare your "Statement of Qualifications" (SOQ), your agency's application to participate.
3. Attend the Proposers Conference and ask all questions you have about the CalFresh Application Assistance Project and/or the RFSQ process.
4. Revise your SOQ based on the Proposer's Conference.
5. Submit your SOQ before the deadline of **October 17, 2012 at 12 p.m. (noon) local time.**
6. Respond to Requests for Clarification from DPSS within specified timeframe.

DPSS will evaluate all SOQs submitted and make recommendations to the County Board of Supervisors to enter into Cooperative Agreements, (also referred herein as "Agreement") with organizations from each of the five Supervisorial Districts. However, the funds available for the CalFresh Application Assistance Project are limited. The number of contracts and the amount a contractor can earn will be subject to reductions.

Contracting with the government, including Los Angeles County, can be intimidating. We have tried to make the process as simple as possible. However,

there are laws, regulations and rules that govern government contracts and requirements that cannot be avoided. For example:

- Registering on the County's WebVen - an automated tracking system which is the first step in the process of seeking contract opportunities with the County;
- Understanding and accepting the County's Standard Terms & Conditions – The Board of Supervisors' required provisions for all County Contracts;
- Complying with the contractor/partner selection process - State, federal and County rules define how Contractors are selected;
- Receiving approval from the Board of Supervisors - the Board has ultimate authority to approve or deny a proposed contract;
- Complying with client confidentiality - partners are obligated to maintain the confidentiality of all applicant information;
- Maintaining client and financial records - submitting periodic progress reports and invoices; and
- Monitoring - the County assesses contractor's progress and compliance with contract requirements.

## **1.1 Overview of the CalFresh Program**

The CalFresh Program is a nutrition assistance program to help low-income families and individuals buy and eat nutritious foods. This program was formally called, "Food Stamps." People can get CalFresh benefits if;

- ✓ They do not make much money and do not get SSI/SSP.
- ✓ Can provide proof of residency, and
- ✓ Can provide proof of identity

The amount of CalFresh benefits a person can get depends on how much money they make and how many people are in the family. These guidelines change yearly. Currently, the monthly benefit for a household of one is \$200. CalFresh benefits are no longer provided as coupons, but are made available on the Electronic Benefit Transfer (EBT) Card. This card is used like an ATM card. Monthly benefits are placed on the card automatically each month. The card can be used at supermarkets, Farmer's Markets and small neighborhood stores. CalFresh participants who are homeless, elderly or disabled are eligible to participate in the Restaurant Meals Program, using their EBT Card at participating restaurants.

The following individuals may be potentially eligible for CalFresh:

- ✓ Working families
- ✓ Single adults
- ✓ Immigrants
- ✓ Children of Immigrants

People can apply at the local Department of Public Social Services (DPSS) office or call to have an application mailed to them. People can also apply on-line by visiting [www.DPSSBenefits.lacounty.gov](http://www.DPSSBenefits.lacounty.gov). Applicants can call (877) 597-4777 to find additional places to apply.

It usually takes up to 30 days for a CalFresh application to be processed and the eligibility determination to be made. Applicants are notified of the determination by a letter called a Notice of Action. This determination involves reviewing and verifying the application and documentation provided. However, if there is an emergency, an applicant can receive Expedited CalFresh benefits in three days. Emergency Assistance/Expedited Services are only available at a local DPSS office(s).

## **1.2 CalFresh Application Assistance Project**

The County of Los Angeles, Department of Public Social Service (DPSS) has entered into a long-term campaign to increase the number of eligible persons who receive CalFresh assistance. The County is seeking qualified Community-Based and Faith-Based Organizations (CBOs/FBOs) to enter into Cooperative Agreements with the County to provide CalFresh Application Assistance Services. This project involves partnering with CBOs, FBOs, Parent-Teacher Associations and non-profit health care institutions, who will assist applicants and provide completed CalFresh applications, including all supporting documentation, to the County.

CBOs/FBOs can play a major role in increasing the number of CalFresh recipients. The relationship between the CBO/FBOs and the community provides personal service, individual attention and the convenience of receiving assistance during non-traditional hours, such as, evenings and/or weekends. These factors make the CalFresh Application Assistance Project unique.

The CalFresh Application Assistance Project will work as follows:

1. Each CBO/FBO selected to participate will receive training from DPSS on the CalFresh Application Assistance process, Contract Invoicing System, Civil Rights procedures and other project requirements. Trained CBO/FBO staff will provide assistance to interested families and individuals in filling out the CalFresh Application form or assisting with an on-line application, collecting all of the required documentation, and submitting these documents to the designated DPSS District Office.
2. All who wish to apply must be given an opportunity, even if they do not appear to be eligible. CBOs/FBOs must serve all who ask for assistance regardless of age, color, disability, marital status, national origin, limited-English proficiency (LEP), political affiliation, race, religion or sex.

3. Each CBO/FBO will be paired with a local DPSS District office. CBOs/FBOs will submit Paper-Based or “Your Benefits Now” (YBN) on-line CalFresh Applications at that District office between the hours of 8 a.m. – 3 p.m. Monday through Friday. Applications will be logged by the District office and a receipt will be provided to the CBO/FBO for record keeping purposes. A designated Eligibility Worker (EW) will handle each case. EWs will notify applicants via a Notice of Action (NOA) as to the outcome of their application.
4. All on-line applications will be assigned a YBN number to identify the application as an e-app. The agency must check off “assisted by CBO/FBO” in order to be eligible to receive a stipend for the approved applications. Agencies must print this page from the application and attach it with documents to take to the District Office. A transmittal must be attached to the application(s).
5. Participating agencies will receive a stipend of \$46 per approved Paper-Based CalFresh Application and \$52 per approved YBN CalFresh Application until the annual maximum amount has been exhausted. In either instance, an electronic transmittal (Reference Appendix A, Technical Exhibit 2) must be attached to the application(s).
6. Payments to CBOs/FBOs will be made upon eligibility determination by DPSS staff. CBOs/FBOs will receive payment once the case has been approved. Payments will not be made for denied applications or applications requiring additional documentation.

### **1.3 Overview of Solicitation Document**

This RFSQ describes specific services, minimum qualifications, Statement of Qualifications (SOQ) instructions, and SOQ evaluation methodology required by the County of Los Angeles, DPSS. This RFSQ is composed of five parts:

- 1.0 Introduction and Overview – This section gives an overview of the RFSQ process and the CalFresh Application Assistance Project.
  - 2.0 Required Terms & Conditions – This section describes certain legal requirements applicable to the RFSQ process.
  - 3.0 Instructions to Agencies – This section describes the process of preparing the SOQ.
  - 4.0 SOQ Review and Selection Process – This section describes how DPSS will review the SOQs submitted and the selection process.
- Appendices – Appendices include various forms used in the RFSQ process, a sample cooperative agreement, Statement of Work, and other important information.



Potential partners are encouraged to read this RFSQ carefully and follow all instructions set forth hereunder when submitting their SOQs to ensure proper consideration is given to the submitted SOQs.

#### **1.4. Terms and Definitions**

Throughout this RFSQ, references are made to certain terms, persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in *Appendix C, Sample Cooperative Agreement, Paragraph 2.0, Definitions*.

#### **1.5 Minimum Qualifications**

- A. Each vendor ("Potential Partner") must meet all of the following criteria:
1. Significant interaction with low-income families, individuals, children, or parents of children who represent the target population for the CalFresh Program;
  2. Is a bona fide non-profit corporation as determined by the Internal Revenue Service and have a federal tax identification number;
  3. Premises located in Los Angeles County;
  4. Operated in Los Angeles County for the past three years as one or more of the following:
    - Parent-Teacher Association;
    - Community-Based Organization providing health or human services; and/or
    - Faith-Based Organization such as church, synagogue, mosque or temple.
  5. All CalFresh Project Staff (including volunteers) have no record of conviction for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft (see Appendix B, SOQ Application, Exhibit 15, Background and Security Investigation Certification);
  6. Have CalFresh Project Staff fluent in English;
  7. Has no record of unsatisfactory performance, lack of integrity or poor business ethics, as required by California Operations Manual Section 23-601.243; and

8. Have submitted all of the required SOQ Exhibits (See Appendix B) and Attachments (See Subsection 3.6.3 herein) in the proper format as specified in Section 3.7.

## **1.6 Cooperative Agreement Process**

- 1.6.1 The objective of this RFSQ process is to secure qualified CBOs/FBOs to provide CalFresh Application Assistance services. Partners will use a grassroots approach to inform potential applicants about the CalFresh Program, as well as assisting these applicants with filling out the application, collecting the supporting documentation that accompanies it, and submitting these documents to the designated DPSS District Office.
- 1.6.2 Cooperative Agreements will be executed with five (5) agencies from each Supervisorial District, determined to be qualified. Based on available funding, DPSS may execute Cooperative Agreements with additional qualified agencies.
- 1.6.3 Upon the Department's execution of these Cooperative Agreements, the qualified CBOs/FBOs will become County Contractors, and thereafter, provide CalFresh Application Services. Partners will receive a stipend of \$52 for each completed CalFresh YBN On-line Application and \$46 for each completed CalFresh Manual Application that is submitted with all necessary documentation and subsequently approved by DPSS, until the annual maximum amount has been met.
- 1.6.4 Each Cooperative Agreement will include an annual maximum contract amount that the contractor may earn.

## **1.7 Cooperative Agreement Term**

- 1.7.1 The term of the Cooperative Agreement will be three years with two six-month renewal options. Renewal options will be at the DPSS Director's discretion.
- 1.7.2 County will be continuously accepting SOQs throughout the duration of the Cooperative Agreement to qualify potential partners, if funding is available. The Cooperative Agreement will become effective upon the date of its execution by the Director of DPSS or her designee.
- 1.7.3 DPSS may request Board delegated authority to enter into additional Cooperative Agreements, as needed.
- 1.7.4 DPSS may close the RFSQ at any time at the Department's sole discretion.

## **1.8 County Rights & Responsibilities**

The County has the right to amend the RFSQ 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 posted on the DPSS website at <http://dpss.lacounty.gov/dpss/contracts/default.cfm> and the County WebVen at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ 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.

## **1.9 Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be in writing and submitted via e-mail to the designated staff person listed below:

Enedelia Ornelas, County Contract Administrator  
E-mail Address: [enedeliaornelas@dpss.lacounty.gov](mailto:enedeliaornelas@dpss.lacounty.gov)

If it is discovered that a Potential Partner 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 SOQ from further consideration.

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

All Potential Partners must register in the County's WebVen prior to submission of the SOQ. The WebVen contains the agency's business profile and identifies the goods/services the agency provides. Registration can be accomplished online via the Internet by accessing the County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). Potential Partner must register using Commodity Code No. 95245. Commodity Code No. 95245 consists of: a) Code No. 952 assigned to Human Services; and b) Sub-Code No. 45 assigned to Food Stamps/Coupon Services.

## **1.11 County Option to Reject SOQs**

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by Potential Partners in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

## **1.12 Protest Process**

**1.12.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective contractor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any prospective contractor who submits an SOQ may request a review of a disqualification under such a solicitation, as described in the Sections below.

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

### **1.12.3 Grounds for Review**

Unless State or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination shall be limited to the following:

- Review of Solicitation Requirements Review  
(See Section 3.5 herein)
- Review of a Disqualified SOQ (See Section 4.2 herein)

## **1.13 Notice to Potential Partners Regarding Public Records Act**

**1.13.1** Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Potential Partners to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Potential Partner as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

**1.13.2** All future SOQs submitted to this RFSQ subsequent to the Board's initial approval, shall become a matter of public record at the time of Potential Partner's submission, with the exception of those parts of each SOQ which are justifiably defined and identified by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

**1.13.3** 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 SOQ as confidential shall not be deemed sufficient notice of exception. The Potential Partner must specifically label only those provisions of their respective SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

## **2.0 STANDARD TERMS & CONDITIONS**

### **2.1 Indemnification and Insurance**

Contractors shall be required to comply with the indemnification and insurance provisions contained in *Appendix C – Sample Cooperative Agreement, Sub-paragraph 8.23 and 8.24*. Contractors shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Appendix C – Sample Cooperative Agreement, Sub-paragraph 8.25*.

### **2.2 SPARTA Program**

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

### **2.3 Injury & Illness Prevention Program (IIPP)**

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

### **2.4 Background and Security Investigations**

Background and security investigations of Contractors’ staff working on the CalFresh Applications Assistance Project shall be required at the discretion of the County as a condition of beginning and continuing any Cooperative Agreement. The cost of background checks shall be the responsibility of the Contractor.

### **2.5 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in *Sub-paragraph 7.6* and the Independent Contractor Status provision contained in *Sub-paragraph 8.22* in *Appendix C, Sample Cooperative Agreement*.

## **2.6 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Potential Partner or have any other direct or indirect financial interest in the selection of a contractor. Potential Partner shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Appendix B - SOQ Application, Exhibit 4, Certification of No Conflict of Interest*.

## **2.7 Determination of Potential Partners Responsibility**

2.7.1 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.

2.7.2 Potential Partners are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Potential Partner is responsible, based on a review of the Potential Partner'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 Potential Partner against public entities. Labor law violations which are the fault of the subcontractors and of which the Potential Partner had no knowledge shall not be the basis of a determination that the Potential Partner is not responsible.

2.7.3 The County may declare a Potential Partner to be non-responsible for purposes of this Cooperative Agreement, if the Board of Supervisors, in its discretion, finds that the Potential Partner 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 Potential Partner'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.

2.7.4 If there is evidence that the Potential Partner may not be responsible, the Department shall notify the Potential Partner in writing of the evidence relating to the Potential Partner's responsibility, and its intention to recommend to the Board of Supervisors that the Potential Partner be found not responsible.

The Department shall provide the Potential Partner's representative with an opportunity to present evidence as to why the Contractor should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.

2.7.5 If the Contractor 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 Contractor shall reside with the Board of Supervisors.

2.7.6 These terms shall also apply to proposed subcontractors of Contractors on County contracts.

## **2.8 Potential Partner Debarment**

2.8.1 The Potential Partner is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Potential Partner 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 Potential Partner's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Potential Partner 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 Potential Partner'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.

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

2.8.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Potential Partner and/or Potential Partner'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 Potential Partner should be debarred, and, if so, the appropriate length of time of the debarment. The Potential Partner and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 2.8.4** 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.
- 2.8.5** If a Potential Partner has been debarred for a period longer than five (5) years, that Potential Partner 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 Potential Partner 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.
- 2.8.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Potential Partner 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.
- 2.8.7** 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.



**2.8.8** These terms shall also apply to proposed subcontractors of Potential Partner on County contracts.

**2.8.9** Appendix F 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.

**2.9 Contractor's Adherence to County Child Support Compliance Program**

Contractors 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 Cooperative Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

**2.10 Gratuities**

**2.10.1 Attempt to Secure Favorable Treatment**

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

**2.10.2 Potential Partner Notification to County**

A Potential Partner 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 Potential Partner's submission being eliminated from consideration.

### **2.10.3 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.

### **2.11 Notice to Potential Partners/Contractors Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the “Lobbyist Ordinance”, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Potential Partner to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. 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 Potential Partner is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in *Appendix B - SOQ Application, Exhibit 6*, as part of their SOQ.

### **2.12 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015, *Appendix H*.

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

As a threshold requirement for consideration of a Cooperative Agreement, Prospective Partners 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. Additionally, Prospective Partners shall attest to a willingness to provide employed GAIN/GROW participants access to the Prospective Partner’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional

opportunities. Prospective Partners who are unable to meet this requirement shall not be considered for a Cooperative Agreement. Prospective Partners shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants*, as set forth in *Appendix B - SOQ Application, Exhibit 10*, as part of their SOQ.

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

After award of a Cooperative Agreement, the County or its agent will evaluate the Contractor's performance under the Cooperative Agreement on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Cooperative Agreement and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Cooperative Agreement 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 Cooperative Agreement in whole or in part, or impose other penalties as specified in the Cooperative Agreement.

#### **2.15 Recycled Bond Paper**

Contractor shall be required to comply with the County's policy on recycled bond paper as specified in *Appendix C – Sample Cooperative Agreement, Sub-paragraph 8.39*.

#### **2.16 Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix I* of this solicitation document and is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

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

2.17.1 The County has multiple programs that address small businesses. The Board encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

2.17.2 The Local Small Business Enterprise (LSBE) Preference Program requires the Company to complete a certification process; however, due to the pricing schedule for these contracts, the LSBE Preference is not applicable.

2.17.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Subsection 1.31.

2.17.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix E.

## **2.18 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Potential Partners should carefully read the *Jury Service Ordinance, Appendix F*, and the pertinent jury service provisions of the *Appendix C – Sample Cooperative Agreement, Sub-paragraph 8.8*, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

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

**2.18.2** There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has

received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

**2.18.3** If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the *Contractor Employee Jury Service Program Certification Form and Application for Exception*, as set forth in *Appendix B - SOQ Application, Exhibit 11*, 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.

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

The Potential Partner shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Potential Partner on *Appendix B – SOQ Application, Exhibit 1 – Partner’s Organization Questionnaire/Affidavit*. Failure of the Potential Partners to provide this information may eliminate its SOQ from any further consideration.

## **2.20 Transitional Job Opportunities Preference Program**

The Transitional Job Opportunities (TJO) Preference Program requires the Company to complete a certification process; however, due to the set fixed-fee compensation rate for these contracts, the TJO Preference is not applicable.

## **2.21 Contractor’s Charitable Contributions Compliance**

**2.21.1** California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the

Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the *Background and Resources: California Charities Regulations, Appendix J*. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

**2.21.2** All prospective contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the *Charitable Contributions Certification*, as set forth in *Appendix B - SOW Application, Exhibit 12*. A completed *Charitable Contributions Certification* is a required part of any agreement with the County.

**2.21.3** In *Exhibit 12, Charitable Contributions Certification*, prospective contractors certify either that:

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

**2.21.4** Potential Partners that do not complete *Exhibit 12* 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)

## **2.22 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Potential Partners should carefully read the *Defaulted Tax Program Ordinance, Appendix K*, and the pertinent provisions of the *Sample Cooperative Agreement, Appendix C, Subparagraph 8.52 and 8.53*, 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.

Potential Partners 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 the Certification of Compliance with The County's Defaulted Property Tax Reduction Program, *Appendix B – SOQ Application, Exhibit 13*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

**3.0 INSTRUCTIONS TO AGENCIES**

This Section contains key project dates and activities as well as instructions to Potential Partners in how to prepare and submit their SOQs.

**3.1 County Responsibility**

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

**3.2 Truth and Accuracy of Representations**

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

**3.3 RFSQ Timetable**

**The timetable for this RFSQ is as follows:**

- |   |  |                 |
|---|--|-----------------|
| ➤ | Release of RFSQ (on or about)                          | 9/18/12         |
| ➤ | Conference Date  | 9/25/12         |
| ➤ | Request for Solicitation Requirements Review Due       | 10/2/12         |
| ➤ | Questions and Answers Released (on or about)           | 10/3/12         |
| ➤ | <b>SOQ DUE BY (10/17/12 at 12:00 p.m., Local Time)</b> | <b>10/17/12</b> |

(If funding is available, SOQs may be accepted after the due date. SOQs submitted after the due date will be reviewed solely at the County's discretion).

### **3.4 Potential Partners' Conference**

A Potential Partners' Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Contractors. The conference is not mandatory. However, attendance is recommended to ensure a thorough understanding of the RFSQ process. Further, if Potential Partner chooses not to attend the conference, then it waives the right to contend it was disadvantaged in any way by its not attending the conference. The conference is scheduled as follows:

**September 25, 2012**  
**10:00 a.m.**  
**DPSS Administrative Headquarters**  
**12900 Crossroads Pkwy. S., City of Industry, CA 91746**  
**Conference Room 153, 2<sup>nd</sup> Floor**

### **3.5 Solicitation Requirements Review**

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the RFSQ;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ;
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, review criteria and/or business requirements unfairly disadvantage the Potential Partner; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from the Potential Partners.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Potential Partner, in writing, within a reasonable time prior to the SOQ due date.



All Requests for Review shall be submitted to:

Lisa O. Hamilton, Director  
Contract Development, DPSS  
County of Los Angeles  
12900 Crossroads Pkwy. South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746

### **3.6 Preparation and Format of the SOQ**

All SOQs must be submitted in three-ring binder using the forms and format prescribed below. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

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

- SOQ Checklist (See Appendix B)
- Exhibits 1-15 (See Appendix B)
- Attachments 1-9 (See Subsection 3.6.3 herein)

#### **3.6.1 SOQ Checklist**

The SOQ Checklist is a comprehensive listing of material to be included in the SOQ. The SOQ checklist will also serve as a Table of Contents for your SOQ. After compiling all of the Exhibits and Attachments in order, number each page of the SOQ and indicate the page numbers for each Exhibit and Attachment on the Checklist.

#### **3.6.2 Exhibits**

Potential Partners are to complete Appendix B, Exhibits 1 through 15 and include them in the SOQ. You may use additional pages, if necessary. If additional pages are included, please label each page with the Organization name, the Exhibit number and the question or item(s) number(s) discussed. The information provided in the Exhibits, together with the Attachments, should demonstrate that the Potential Partner has the experience and capacity to perform the required services. The following Exhibits must be included:

Exhibit 1- Partner's Organization Questionnaire/Affidavit

Exhibit 2- Description of Current Operations

- Geographic region/community served;
- Demographic description of the service population (clientele, parishioners, economic status, ethnicity, languages spoken, special circumstances and/or barriers and challenges faced by service population);

- Description of the agency's mission;
- Description of the services currently provided by agency;
- Experience of the agency and/or key staff with outreach for government benefits (such as Healthy Families, Medi-Cal, and the CalFresh Program) or other health & human services program; and
- Experience of the Agency and/or key staff working with low-income families and individuals.

Exhibit 3- Description of agency's plan to provide CalFresh Application Assistance Services

- Key staff
- Use of volunteers
- Identifying & outreaching to potential applicants
- Assisting applicants & follow-up
- Record keeping
- Oversight & Quality Assurance
- Estimated number of persons assisted
- Equipment – one has internet access, scanners, PCs, phone w/voicemail, Excel and/or all Microsoft programs

Exhibit 4- Certification of No Conflict of Interest

Exhibit 5- Organization's EEO Certification

Exhibit 6- Familiarity With The County Lobbyist Ordinance Certification

Exhibit 7- Potential Partner's References<sup>1</sup> - Contractor shall provide up to 10 references. References should be from Organizations familiar with the operations of the agency. More weight shall be given to references where the same or similar scopes of services were provided.

Exhibit 8- Potential Partner's List of Contracts<sup>1</sup> – List all contracts for which the Contractor has provided services during the last five years. The listing must include all contracts with public entities. A photocopy of this form should be used if necessary.

- Exhibit 9- Potential Partner's List of Terminated Contracts<sup>1</sup> – Listing must include contracts terminated within the past ten years with a reason for termination.
- Exhibit 10- Attestation of Willingness to Consider GAIN/GROW Participants.
- Exhibit 11- L.A. County Contractor Employee Jury Service Program– Certification Form & Application for Exception
- Exhibit 12- Charitable Contribution Certification
- Exhibit 13- Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 14- Signature Page of Cooperative Agreement
- Exhibit 15- Background and Security Investigation Certification

<sup>1</sup> It is the Potential Partner'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 forms – Exhibits 7 and 8. County may disqualify a Potential Partner if (a) references fail to substantiate Potential Partner's description of the services provided; (b) references fail to support that Potential Partner 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 during normal working hours. It is the Potential Partner's responsibility to inform the point of contact that they may be contacted by County to obtain reference information.

### **3.6.3 ATTACHMENTS**

Prospective Partners must include the following documentation as Attachments 1 - 9 to the SOQ as follows:

- Attachment 1 Articles of Incorporation as filed with the California Secretary of State (or State of Incorporation). The document may be a photocopy, but shall be a photocopy of the certified articles.
- Attachment 2 Certificate of Good Standing with State of California or State of Incorporation.
- Attachment 3 Most recent Statement of Domestic (or foreign) Stock Corporation as filed with the California Secretary of State. If most recent statement does not include all officers, Organization must also include the most recent Statement that includes those officers.
- Attachment 4 A copy of the IRS Letter granting tax exempt status to the agency.
- Attachment 5 Copy of the minutes of the agency's governing body (e.g.; Board of Directors) meeting or resolution, granting authority to submit the SOQ

and execute the Cooperative Agreement to the person signing.

- Attachment 6 Copies of the three most recent years' financial statements. Do not include tax returns.
- Attachment 7 Copy of most recent filing under Registry of Charitable Trusts.
- Attachment 8 Pending Litigation & Judgments. Identify by name, case and court jurisdiction any pending litigation in which Potential Partner is involved, or judgments against Potential Partner in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Potential Partner or principals of the Potential Partner.
- Attachment 9 Proof of Insurance or Insurability. A copy of Insurance Certificates showing that agency currently has the required coverage is necessary upon award of contract. If a Potential Partner does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the contract be selected, may be submitted with the SOQ.

### **3.7 SOQ Submission**

The original SOQ and two numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Potential Partners and bear the words:

#### **“SOQ FOR CALFRESH APPLICATION ASSISTANCE SERVICES”**

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

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Pkwy., 2<sup>nd</sup> Floor  
City of Industry, CA 91746  
Attention: Enedelia Ornelas, Administrative Services Manager I

**It is the sole responsibility of the Potential Partner to ensure that its SOQ is received before the submission deadline identified in subparagraph 3.3. Potential Partners shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

**Submission Deadline is **October 17, 2012**, 12 p.m. (local time) in order to be considered for the first phase of funding. SOQs may be accepted after 10/17/12 for future consideration, if funding is available.**

### **3.8 Acceptance of Terms and Conditions of Cooperative Agreement**

By signing the Execution Page of the Cooperative Agreement Potential Partner understands and agrees that submission of the SOQ and the signed signature page of the Cooperative Agreement constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the *Appendix C – Sample Cooperative Agreement*.

Signature by the authorized agent of the Potential Partner on the signature page of the Cooperative Agreement constitutes acceptance by the agency of all the terms and conditions of the Cooperative Agreement.

### **3.9 SOQ Withdrawals**

The Potential Partner may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Pkwy., 2<sup>nd</sup> Floor  
City of Industry, CA 91746  
Attention: Enedelia Ornelas, Administrative Services Manager I

## **4.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

### **4.1 Review Process**

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

#### **4.1.1 Adherence to Minimum Qualifications**

The SOQ will be reviewed to determine whether the Potential Partner meets the minimum qualifications specified in Section 1.5.

- a. Significant interaction with low-income families, individuals, children, or parents of children who represent the target population for the CalFresh Program;
- b. Is a bona fide non-profit corporation as determined by the Internal Revenue Service and have a federal tax identification number;
- c. Premises located in Los Angeles County;

- d. Operated in Los Angeles County for the past three years as one or more of the following:
  - Parent-Teacher Association;
  - Health or human services agency; and/or
  - Faith-Based Organization such as church, synagogue, mosque or temple.
- e. The SOQ is in the appropriate format prescribed in Section 3.7 and includes the specified Exhibits and Attachments as listed on the SOQ Checklist.

DPSS will notify those agencies whose SOQ is disqualified for not meeting the minimum qualifications. The notice shall identify which of the qualifications the agency failed to meet. DPSS reserves the right to seek clarification from agencies submitting the SOQ.

#### **4.1.2 Potential Partners' Qualifications**

SOQs which are determined to have met the minimum qualifications will be evaluated for possible inclusion in the project. The Department will recommend five Potential Partners in each Supervisorial District for award of a Cooperative Agreement.

County will review and evaluate potential partners based on the following factors:

1. The agency's references, contracts and current operations reflect experience and capacity to provide CalFresh Application Services.
2. The agency's plan to provide CalFresh Application Services demonstrates an appropriate and achievable plan.
3. The Department's need to provide CalFresh Application Services to diverse communities throughout the County's five Supervisorial District's compared with the demographic characteristics of the Potential Partner's service population and the Potential Partner's demonstrated ability to serve that population.

In addition to the factors listed above, the 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 a Cooperative Agreement not being awarded. Additionally, a review of terminated contracts will be conducted, which may result in a Cooperative Agreement not being awarded.

### **4.1.3 Subsequent Partners**

The County shall maintain a list of organization's determined to meet the minimum qualifications. If funding is available, the County reserves the right to select additional partners to execute Cooperative Agreements and to solicit additional SOQs as necessary. Organization's SOQ will be evaluated based on Section 4.1.2, items 1-3, the funding available for the CalFresh Application Assistance Project, as well as any other factors determined by the County as a result of the experience of the initial partners and the implementation of the CalFresh Application Services Project. The County reserves the right to seek supplemental information from Potential Partners.

## **4.2 Disqualification Review**

At any time during the review/evaluation process, the County may disqualify an SOQ from consideration if it is determined to be non-responsive. If the County determines that an SOQ is disqualified due to non-responsiveness, the County shall notify the Organization in writing.

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

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

- A. The person or entity requesting a Disqualification Review submitted an SOQ;
- B. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and,
- C. 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 Department's determination shall be provided to the requesting Potential Partner, in writing, prior to the conclusion of the evaluation process.

## **4.3 Selection/Qualification Process**

The Department will select Potential Partners that have experience in providing health and/or human services, have a large and diverse clientele such as, congregations or those that have special language or cultural

capabilities. However, in order to ensure the Department has at its disposal a varied pool of qualified organizations, the Department may offer Cooperative Agreements to organizations, which collectively may be able to provide CalFresh Application Assistance Services to a wide range of geographic areas with different cultural and language needs.

#### **4.4 Cooperative Agreement Award**

Potential Partners that are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Cooperative Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Cooperative Agreement, required geographic coverage, language and cultural needs of various communities, diversity of agencies and populations served and satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a prospective partner, which is otherwise deemed qualified, be considered for recommendation of a Cooperative Agreement. All Potential Partners will be informed of the final selections.

Upon approval of the Cooperative Agreement, Contractors must be able to provide proof of insurance. The Contractor must provide proof of insurance that meets all insurance requirements set forth in *Appendix C, Sample Cooperative Agreement, Sub-paragraphs 8.24 and 8.25*.



# **APPENDIX A**

## **STATEMENT OF WORK**

# Appendix A

## Statement of Work

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**STATEMENT OF WORK****1.0 GENERAL****1.1 Scope of Work**

The CalFresh Application Assistance Services (formerly Food Stamp) involves partnering with CBO/FBOs to provide assistance to individuals and families in filling out and submitting applications for participation in the CalFresh program ("CalFresh Application" or "Application"). Contractor will provide complete CalFresh Applications, including all supporting documentation, to the Department of Public Social Services (DPSS). Training for Contractor will be provided by DPSS. Contractors shall be responsible for:

- 1.1.1 Ensuring that it has language capability to serve the targeted community population;
- 1.1.2 Conducting individual or group sessions to educate applicants in the Program and application process, such as during church events or community meetings;
- 1.1.3 Answering questions pertaining to the CalFresh Program and application process;
- 1.1.4 Reviewing and explaining the types of documentation to be submitted with the CalFresh Application;
- 1.1.5 Assisting applicants with the collection of supporting documentation;
- 1.1.6 If using the internet-based Food and Nutrition Service (FNS) pre-screening tool, assisting applicants in estimating their monthly allotment;
- 1.1.7 Assisting the applicant in properly completing the application; either via the DPSS "Your Benefits Now" (YBN) or using the paper application;
- 1.1.8 Submitting the CalFresh Application with ALL required documentation to DPSS for eligibility determination;
- 1.1.9 Manual and YBN On-line Applications submitted to DPSS that include ALL required supporting documentation and are approved by DPSS will result in a payment from County to Contractor within 30 days of invoice approval. All approved Manual Applications submitted will result in a payment of forty-six (46) dollars and all approved YBN Applications will result in a payment of fifty-two (52) dollars from County to Contractor. Payment will not be made for denied applications or those approved applications which require DPSS to

request further supporting documentation from applicants for eligibility determination; and

- 1.1.10 Refraining from recruiting individuals to file CalFresh Applications. Recruiting is defined as convincing an individual who has already made a decision not to apply, to make an application.

## **1.2 Contractor shall provide:**

- 1.2.1 Information about the CalFresh Application Assistance Services that the Contractor provides to potential applicants, including but not limited to Contractor's existing clientele or congregation.
- 1.2.2 Individual or group sessions to assist and educate applicants in the application process.
- 1.2.3 Answers to questions pertaining to the application process.
- 1.2.4 Follow-up calls to contact applicants with pending documentation to ensure they return these documents to complete the application process.
- 1.2.5 A voice mail system to allow applicants to leave a message in response to follow-up calls.
- 1.2.6 Explanation and review of documentation to be submitted with the Application.
- 1.2.7 If using the internet-based Food and Nutrition Service (FNS) pre-screening tool, estimate an applicant's monthly CalFresh allotment. Contractor's estimating applicants' monthly CalFresh allotment at zero must give applicants the option to continue with the application process for actual DPSS eligibility determination. Contractor shall not discourage potential applicants from applying for CalFresh based on results of the FNS pre-screening tool.
- 1.2.8 Assistance in properly completing the CalFresh Application (Appendix A, Technical Exhibit 1).
- 1.2.9 Assistance in using the internet-based "Your Benefits Now (YBN)" tool ([www.DPSSBenefits.lacounty.gov](http://www.DPSSBenefits.lacounty.gov)), with navigation through the electronic application process, including gathering all required documentation, providing documentation to the District of Residence as indicated on the "Applications Screen" of the on-line YBN application and providing an electronic signature on the "Send Application and Signature and Certification" page of the YBN application. Contractor should indicate applicant was assisted by a CBO/FBO and provide an electronic signature as an authorized representative.

- 1.2.10** Assistance in providing the CalFresh Application and required documentation upon completion, to DPSS for eligibility determination.
- 1.2.11** Outreach efforts to ensure the community and/or congregation they serve are provided with information about CalFresh application services available. Outreach activities include but are not limited to mailers, and/or flyers distributed at community fairs, festivals, or after church services.
- 1.2.12** Contractor's staff person shall deliver all Applications and required documentation to the DPSS District Office (See Appendix A, Technical Exhibit 5). Delivery hours are Monday through Friday, between 8 a.m. and 3 p.m., or by appointment as mutually agreed upon by the Contractor and the District Office CalFresh Application Liaison, except for County holidays:
- 1.2.12.1 All deliveries of completed CalFresh Applications, with required documentation, must include the CalFresh Application Electronic Transmittal (Appendix A, Technical Exhibit 2), listing the applicant names and birthdates of applicants on all CalFresh Applications being submitted, and YBN application number, if applicable. The date the application was taken to the District Office must be included in the top portion of the transmittal.
  - 1.2.12.2 The Contractor shall include a checklist of all supporting documentation (Appendix, A, Technical Exhibit 3) with each application submitted to County. This document must be delivered to District Office with supporting documentation.
  - 1.2.12.3 For applications taken to the District Office, the Contractor staff person delivering applications must wait for a DPSS District Office representative to review the transmittal, applications, supporting documentation and supporting documentation checklist, sign the transmittal and return it to the Contractor staff person.
  - 1.2.12.4 The Contractor shall ensure that all applications include an ABCDM 228 Release of Information form, signed by the applicant, authorizing County and Contractor to share their information (Appendix A, Technical Exhibit 4, English and Spanish versions).
  - 1.2.12.5 When completing an application on-line via YBN, the user will be prompted to at the end of the application to confirm the applicant was assisted by a Contractor. Upon submission of application a YBN application number will be generated. The user must print this page and attach with supporting documentation. The documentation must be

delivered to the assigned District Office or delivered. A copy of the transmittal (Appendix A, Technical Exhibit 2) must accompany all applications. A LEADER case number will be assigned afterwards

- 1.2.13** In addition to English language capability, Contractors shall have bilingual language capability in the following languages: (Check all that apply)

<input type="checkbox"/> Armenian	<input type="checkbox"/> Cambodian	<input type="checkbox"/> Chinese
<input type="checkbox"/> Korean	<input type="checkbox"/> Russian	<input type="checkbox"/> Tagalog
<input type="checkbox"/> Spanish	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> None

☐ Other (list): \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Contractor Initial  
DPSS Initial

- 1.2.14** Except as listed in Section 3.1, County Furnished Items, hereunder, Contractor shall provide all administrative services, supervision, personnel, materials and other items or services necessary to provide CalFresh Application Assistance Services set forth hereunder for a population with economic, educational and social barriers.

- 1.2.15** Contractor shall identify its CalFresh Paper-Based/YBN Applications by writing CBO/FBO and the Contractor's Contract number, in red at the top of each application.

- 1.2.16** Contractor shall not provide Application Assistance Services to households requesting expedited/emergency services. Those households requesting expedited services are to be referred immediately to the nearest DPSS District Office for application and eligibility determination. (Appendix A, Technical Exhibit 5)

- 1.2.17** Households may qualify for expedited service if they are experiencing one of the eligibility factors below:

- Less than \$150 in monthly gross income and liquid resources of \$100 or less; or
- Migrant or seasonal farm workers who are destitute; or
- Households that have combined monthly gross income and liquid resources which are less than their monthly rent or mortgage and utilities;
- Homeless; or

- Emergency situation as a result of a natural disaster or other catastrophe.

### **1.3 Quality Control Plan**

Contractor shall establish and utilize a comprehensive Quality Control Plan (referred to as Plan) to assure County a consistently high level of service throughout the term of this Cooperative Agreement.

The Plan, which is subject to approval or rejection by County, shall be submitted to the County Contract Administrator (CCA) on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- 1.3.1** Method of monitoring to ensure that Contract requirements are being met;
- 1.3.2** Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.3.3** A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- 1.3.4** Data collection and monitoring systems to ensure that services are equitable for all CalFresh applicants, including those who are immigrants, refugee and limited-English proficient.

### **1.4 Quality Assurance Plan**

The County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract.

The County or its agent will evaluate the Contractor's performance under this Contract at least annually or as often as quarterly. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and 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 the Contract.

#### **1.4.1 Performance Evaluation Meetings**

County and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, at the discretion of the CCA, a meeting shall be held within five (5) days, at a mutually agreed upon time and place to discuss the problem.

#### **1.4.2 Contract Discrepancy Reports (CDR's)**

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

The CCA will determine whether a formal CDR shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable for correction of all deficiencies identified in the CDR, shall be submitted to the CCA within ten (10) business days.

#### **1.4.3 Government Observations**

Federal, State and/or County personnel, in addition to County contract staff, may observe performance activities, or review documents required by this Cooperative Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

### **1.5 Contractor Management Services**

Contractor shall provide all management services necessary for provisions of the CalFresh Application Services Program. Contractor's management services may include, but are not limited to:

**1.5.1** Planning, coordinating, implementing and monitoring of CalFresh Application Services Program service delivery.

**1.5.2** Providing County with standards used to certify fluency of staff providing services in languages other than English. (e.g.; Native speaker and/or educational level in language)

**1.5.3** Ensuring that key management staff is present and when there is a vacancy, replacement is made within fifteen (15) days. Ensuring all staff levels needed for the delivery of CalFresh Application Assistance Services are present, and when there is a vacancy, replacements are made within thirty (30) days.



- 1.5.4** Ensuring that verbal instructions and Contractor-developed materials are in the languages of applicants receiving CalFresh Application Assistance Services from the Contractor. Ensuring translated materials are accurately translated by providing County with its methodology for certification.
- 1.5.5** Ensuring that all required posters and materials are posted at Contractor sites as directed by County, and are accessible to the public.
- 1.5.6** Ensuring that the Contractor meets with County as needed, to discuss programmatic issues, general procedural issues, and general concerns. Either County or the Contractor may request such a meeting.
- 1.5.7** Ensuring that the Contractor and its personnel, including volunteers, does not “recruit” applicants as such term is defined in Section 1.1.10 herein.
- 1.5.8** Ensuring that the Contractor and its personnel, including volunteers shall not make CalFresh eligibility determinations or hold present itself as having the ability to make eligibility determinations.
- 1.5.9** Ensuring that the Contractor submits accurate and timely invoices through the Contract Invoicing System (CIS).

## **2.0 PERSONNEL**

### **2.1 Key County Personnel**

#### **2.1.1 County Contract Administrator (CCA)**

County will designate one person who will act as the CCA on all matters pertaining to this Contract. Specifically, the CCA or alternate shall:

- 2.1.1.1** Provide direction to the Contractor in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.
- 2.1.1.2** Monitor the Contractor’s service performance in daily operations of this Contract.
- 2.1.1.3** Negotiate with Contractor on changes in service requirements pursuant to the Contract.
- 2.1.1.4** Not authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the County in any way.

- 2.1.1.5 Inform the Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

## **2.2 Contractor Personnel**

### **2.2.1 Project Manager**

Contractor shall provide a Project Manager, who shall be responsible for the overall management and coordination of the Contract and act as liaison with County. The Project Manager and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter a change of Project Manager or alternate is made.

Specifically, the Project Manager and alternate shall:

- 2.2.1.1 Have passed a criminal background check with no convictions for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft.
- 2.2.1.2 Have full authority to act for the Contractor on all Contract matters relating to the daily operations of this Contract.
- 2.2.1.3 Be responsible for planning, coordinating and implementing service delivery systems for CalFresh Application Assistance Services and the overall management of the Contract.
- 2.2.1.4 Be available Monday through Friday, between 8:00 a.m. and 5:00 p.m., except on County holidays. Contractors that have difficulty with these hours are required to provide County with their regular hours of operation.
- 2.2.1.5 Be able to read, write, speak, and understand English fluently.
- 2.2.1.6 Be a paid employee of the Contractor. Volunteers may assist the Contractor's Project Manager with the duties described above. However, the Project Manager must retain responsibility.

### **2.2.2 Other Contractor Staff**

- 2.2.2.1 Contractor shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract. Contractor staff/personnel includes employees, agents, independent Contractors, Subcontractors and volunteers.
- 2.2.2.2 Contractor shall ensure all Contractor personnel performing Contract services herein shall be considered Contractor employees or Contractor volunteers at all times.

Contractor shall have the sole right to hire, discipline, suspend or discharge personnel. However, any Contractor personnel who, in the County's opinion, is unsatisfactory shall be removed from the performance of required services immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

2.2.2.3 Contractor shall ensure all Contractor personnel, including volunteers, providing Contract services have:

- a. Certification for each bilingual staff.
- b. Have passed a criminal background check with no convictions for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft.
- c. Been qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.
- d. Fluency in reading, writing, speaking and understanding English. This requirement may be waived for volunteer personnel as long as a bilingual staff person is present to provide translation services, if required.

2.2.2.4 Contractor shall provide each employee and volunteer with an identification badge that includes the Contractor's name, staff person's name and photograph, if possible. If a photograph is not included on the ID badge, staff person shall have available a state issued driver's license or ID at all times to verify their identity. Such badge shall be displayed on the employee's/volunteer's person at all times while employee is in a County facility or a Contractor facility providing CalFresh Application Services.

2.2.2.5 Contractor shall ensure all Contractor staff, including volunteers, providing direct services are:

- a. Required to present oneself in a neat, businesslike appearance and behave in a professional manner;
- b. Able to handle sensitive materials and perform confidential duties; and
- c. Able to communicate effectively using good judgment and diplomacy.

2.2.2.6 Contractor shall ensure all Contractor staff who work directly with applicants are provided training in CalFresh Application

Assistance Services prior to performing services under this Contract. Training shall include, but is not limited to:

- a. CalFresh Application Assistance Services;
- b. Method on using the Food and Nutrition Service (FNS) on-line CalFresh pre-screening tool;

**Contractors estimating applicants' monthly CalFresh allotment at zero must give applicants the option to continue with the application process for actual County eligibility determination. Contractors shall not discourage potential applicants from applying for CalFresh based on results of the FNS pre-screening tool.**

- c. Method of using the Your Benefits Now (YBN) online application;
- d. Overview of CalFresh eligibility and documentation requirements; and
- e. Civil Rights.

2.2.2.7 Contractor shall ensure all CalFresh Application Assistance Services staff are trained in County developed curriculum by Contract start date, and for future newly hired employees or volunteers prior to performing direct CalFresh Application Assistance Services.

## **3.0 RESPONSIBILITIES**

### **3.1 COUNTY FURNISHED ITEMS**

#### **3.1.1 Facilities**

County shall provide the name, telephone number and address for the DPSS District Office and CalFresh Eligibility Liaison that shall be partnered with Contractor for all CalFresh applications. The contact information will be the same for both YBN and paper applications.

#### **3.1.2 Training**

County will provide training services for up to two Contractor employees who work directly with CalFresh applicants on CalFresh Application Assistance Services, prior to start date, and periodically throughout the Cooperative Agreement term, as required by County. Contractor requests for training of additional staff may be granted at the sole discretion of County.

County shall provide training to Contractor staff in the following:

- 3.1.2.1 CalFresh Application Assistance Services;
- 3.1.2.2 Method of using the Food and Nutrition Service (FNS) on-line CalFresh pre-screening tool;

**Contractors estimating applicants' monthly CalFresh allotment at zero must give applicants the option to continue with the application process for actual County eligibility determination. Contractors shall not discourage potential applicants from applying for CalFresh based on results of the FNS pre-screening tool.**

- 3.1.2.3 Overview of CalFresh eligibility and documentation requirements;
- 3.1.2.4 Method of using the Your Benefits Now (YBN) online application;
- 3.1.2.5 Civil Rights;
- 3.1.2.6 CalFresh – Contract Invoicing System training; and

### **3.1.3 Materials**

County shall supply the following materials to Contractor prior to start date, and periodically throughout the contract term:

- 3.1.3.1 CalFresh Application Assistance Services curriculum, and any revisions or updates;
- 3.1.3.2 CalFresh application forms, available in English, Spanish, Vietnamese, Russian, Cambodian, Armenian, Chinese, Korean and Tagalog and Farsi. Non-English application forms will be provided only to those Contractors certified to provide services in those languages;
- 3.1.3.3 All mandated pamphlets and posters;
- 3.1.3.4 A supply of civil rights complaint forms; and
- 3.1.3.5 A list of County-observed holidays.

## **3.2 CONTRACTOR FURNISHED ITEMS**

### **3.2.1 Facilities**

- 3.2.1.1 Contractor shall provide necessary space, furniture, utilities, and equipment to perform CalFresh Application Assistance Services.

### **3.2.2 Equipment/Supplies/Materials**

- 3.2.2.1 Contractor shall provide all equipment, supplies and materials not furnished by County necessary to perform all services required by this Contract, including but not limited to internet access, scanners, PCs, printer and copier, phone w/voicemail, Excel and/or all Microsoft programs.

### **3.2.3 Security for Equipment**

- 3.2.3.1 Contractor shall ensure that all Contractor computer equipment that contains information on CalFresh applicants is secure and confidentiality is maintained.

### **3.2.4 Staffing**

- 3.2.4.1 Contractor shall ensure there is sufficient trained and competent staff to assist with the completion of CalFresh applications.
- 3.2.4.2 Contractor shall ensure training of new staff by notifying the County Contract Administrator (CCA). The CCA will schedule training sessions for CalFresh Applications Assistance, as necessary.

## **3.3 RECORD KEEPING**

- 3.3.1 Contractor shall maintain retrievable records relating to each applicant who receives CalFresh Application Services in locked drawers and cabinets at the Contractor's headquarters. Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day. The records shall be kept in a folder, identifiable by the CalFresh Applicant's name. These records shall include, but are not limited to, the following:

- a. Applicant Name;
- b. Primary Language;
- c. Birth date;
- d. United States Citizenship and Immigration Service (USCIS) A - Number (if any);
- e. Address;
- f. Residence Phone Number;
- g. Message Number.

- 3.3.2 Contractor shall maintain all records at a central facility for five (5) years after the termination of this Contract or until all audits started during the Contract period, or within five (5) years of termination of the Contract are completed and settled, whichever is later.

**3.3.3** Contractor shall maintain an ongoing monthly log (Appendix A, Technical Exhibit 6) recording the submission of applications to County. This log shall include, but is not limited to, the following:

- a. Applicant Name;
- b. Address;
- c. Residence Phone;
- d. Date application was delivered or submitted on-line to DPSS and which DPSS District Office it was delivered to;
- e. United States Citizenship and Immigration Service (USCIS) A - Number (if any);
- f. YBN Application Date
- g. United States Citizenship and Immigration Service (USCIS) A - Number (if any);
- h. Birth date;
- i. Name of Contractor providing CalFresh Application Assistance Services.
- j. Social Security Number
- k. Name of person accepting application
- l. Application Type (Hard Copy/YBN)
- m. YBN application number

### **3.4 CONFIDENTIALITY OF RECORDS**

**3.4.1** Contractor staff, including volunteers, shall maintain the confidentiality of CalFresh applicants' records and sign the Employee Confidentiality Agreement (Appendix A, Technical Exhibit 7).

**3.4.2** Contractor shall maintain the confidentiality of its employees' and volunteers' records, including the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. The Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day.

### **3.5 REPORTING TASKS**

Contractor shall make reports, as required by County, concerning its activities as they affect the Cooperative Agreement duties and purposes contained herein. Contractor shall also perform the following:

**3.5.1** Submit to the CCA a Monthly Management Report (MMR) (Appendix A, Technical Exhibit 8) by the fifteenth (15) calendar day of the following month of all Contractor performed activities, which may include, but is not limited to:

- a. Statistical information (including the number of persons attending outreach clinics, the number of CalFresh applications submitted to County, and delivery dates of applications);

b. Contractor concerns and staffing changes;

**3.5.2** Complete and provide to the CCA reports/forms as required by County, and by the due dates established by County (Appendix A, Technical Exhibit 9).

**3.5.3** Provide County with written statements, records, and documents within five (5) workdays of County request.

**3.5.4** Provide assistance and be available to meet/consult with County management staff as needed.

### **3.6 CIVIL RIGHTS COMPLAINTS PROCEDURE**

Contractor shall not refuse to provide CalFresh Application Services to any person, based on age, color, disability, marital status, national origin, limited-English proficiency (LEP), political affiliation, race, religion or sex.

Contractor shall

**3.6.1** Ensure public contact staff attends Civil Rights training.

**3.6.2** Ensure notices and correspondences sent to applicants are in their respective primary language and provide interpreters to ensure meaningful access to services to all applicants.

**3.6.3** Maintain a record of all Civil Rights materials provided by County and ensure all applicants are provided with the Civil Rights materials.

**3.6.4** Develop, and operate procedures for receiving and forwarding civil rights complaints as follows:

- Provide and assist CalFresh applicants with completing a PA 607, Complaint of Discriminatory Treatment (Appendix A, Technical Exhibit 10) in the applicant's primary language.
- Maintain a log of civil rights complaints. Contractor shall maintain the confidentiality of the log by maintaining it in locked drawers and cabinets at Contractor's sites and at the Contractor's headquarters.
- Contract Manager shall act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and the Civil Rights Section (CR Section).
- Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
- Contract Manager shall not attempt to investigate Civil Right complaints. All investigations are handled by the CR Section.



## **4.0 SPECIFIC TASKS**

### **4.1 COUNTY Requirements**

**4.1.1** County will not return to Contractor denied applications or those applications requiring further documentation to establish eligibility. County will contact applicants directly to obtain any additional necessary information.

**4.1.2** County will provide notices of CalFresh Application approval or denial to all CalFresh applicants upon eligibility determination.

### **4.2 NOTIFICATION OF CHANGES**

Contractor shall instruct CalFresh applicants to include any and all changes in status and/or circumstances in their applications prior to submitting to County.

### **4.3 PERFORMANCE STANDARDS AND OUTCOMES**

**4.3.1** Contractor shall maintain the following documents that reflect the services are being met:

- Statistical reports related to the provided services.
- Required documents such as business license, non-profit identification number, certifications, etc., related to the provided services.

**4.3.2** The goal of this Cooperative Agreement is to increase the number of eligible families and individuals who receive CalFresh benefits. The performance measure is the number of families and individuals whose applications result in CalFresh benefits.

**4.3.3** The Performance Requirements Summary (PRS) (Appendix A, Technical Exhibit 11) displays the major services and standards for performance to which the Contractor shall be held. DPSS will work with the Contractor to help restore any areas of difficulty brought to the attention of the CCA.

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APPENDIX A,  
TECHNICAL EXHIBIT 1  
SAMPLE CALFRESH APPLICATION

The CalFresh Application is available at the following website, and it is incorporated herein by reference:  
<http://dpss.lacounty.gov/dpss/calfresh/pdf/CalFreshApplication.pdf>

APPENDIX A,  
TECHNICAL EXHIBIT 2  
SAMPLE CALFRESH ELECTRONIC  
TRANSMITTAL

**SAMPLE CALFRESH ELECTRONIC TRANSMITTAL**

TITLE OF DOCUMENT(S) TRANSMITTED CALFRESH APPLICATION(S) WITH SUPPORTING DOCUMENTATION ATTACHED		
TO:	FROM:	DATE:

NAME OF APPLICANT	APPLICANT DATE OF BIRTH	REMARKS
RECEIVED BY:	TITLE:	DATE RECEIVED:
DISTRICT NAME:	DISTRICT ADDRESS:	

**\*Note: Indicate if applicant referred via Medi-Cal flyer with "MC."**

APPENDIX A,  
TECHNICAL EXHIBIT 3  
ELIGIBILITY DOCUMENTATION  
CHECKLIST

## CBO/FBO CalFresh APPLICATION ASSISTANCE PILOT PROJECT

### ELIGIBILITY DOCUMENTATION CHECKLIST

Documentation/verification (if any) must be provided for ALL persons in the home.

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

Applicant Birth Date: \_\_\_\_\_

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

	<u>ATTACHED</u>	<u>N/A</u>
1. Verification of medical/dental costs.	<input type="checkbox"/>	<input type="checkbox"/>
2. Verification of court-ordered child support.	<input type="checkbox"/>	<input type="checkbox"/>
3. Verification of identity.	<input type="checkbox"/>	<input type="checkbox"/>
4. Verification of Social Security Number.	<input type="checkbox"/>	<input type="checkbox"/>
5. Verification of residency in Los Angeles County.	<input type="checkbox"/>	<input type="checkbox"/>
6. Verification of disability.	<input type="checkbox"/>	<input type="checkbox"/>
7. Verification of good cause for "Voluntary Quit" of employment.	<input type="checkbox"/>	<input type="checkbox"/>
8. Verification of funds received and claimed to be a loan.	<input type="checkbox"/>	<input type="checkbox"/>
9. Verification of legal non-citizen status.	<input type="checkbox"/>	<input type="checkbox"/>
10. Verification of income, earned and unearned.	<input type="checkbox"/>	<input type="checkbox"/>
11. Verification of student income.	<input type="checkbox"/>	<input type="checkbox"/>
12. Verification of tuition and mandatory educational fees.	<input type="checkbox"/>	<input type="checkbox"/>
13. Verification of housing costs and utility expenses.	<input type="checkbox"/>	<input type="checkbox"/>
14. Verification of dependent care expenses.	<input type="checkbox"/>	<input type="checkbox"/>

15. ABCDM 228 Authorization for Release of Information.

☐☐

16. CalFresh Application.

☐☐

This form is to be completed and provided with every CalFresh application submitted to DPSS by contracted CBO/FBO CalFresh Application Assistance Services partners for eligibility determination.

APPENDIX A,  
TECHNICAL EXHIBIT 4  
RELEASE OF INFORMATION



AUTORIZACION DEL SOLICITANTE  
PARA DAR INFORMACION

(DEPENDENCIA/AGENCIA O PERSONA A QUIEN SE LE PIDE LA INFORMACION)

A:

1. YO, \_\_\_\_\_, CON DOMICILIO EN \_\_\_\_\_, POR MEDIO DE LA PRESENTE LES AUTORIZO PARA QUE LE DEN A \_\_\_\_\_ (NOMBRE DE LA DEPENDENCIA/AGENCIA, INSTITUCION, O PROVEEDOR PARTICULAR) LA INFORMACION ESPECIFICA QUE ESTA DEPENDENCIA/AGENCIA PIDIO Y QUE YO NO PUEDO PROPORCIONAR EN RELACION A \_\_\_\_\_

ESTA INFORMACION SE NECESITA PARA EL SIGUIENTE PROPOSITO \_\_\_\_\_

ESTE FORMULARIO SE LLENO POR COMPLETO Y LO LEI (O ME LO LEYERON) ANTES DE FIRMARLO.

FIRMA DEL SOLICITANTE		FECHA
LUGAR DE NACIMIENTO	FECHA DE NACIMIENTO	NOMBRE DE SOLTERA DE LA MADRE
FIRMA O NOMBRE DEL/DE LA ESPOSO(A)		FECHA
LUGAR DE NACIMIENTO DEL/DE LA ESPOSO(A)	FECHA DE NACIMIENTO DEL/DE LA ESPOSO(A)	NOMBRE DE SOLTERA DE LA MADRE DEL/DE LA ESPOSO(A)

ABCDM 228 (SP) (6/99)

APPLICANT’S AUTHORIZATION  
FOR RELEASE OF INFORMATION

To: \_\_\_\_\_  
(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

1. \_\_\_\_\_, RESIDING AT \_\_\_\_\_

\_\_\_\_\_, HEREBY AUTHORIZE YOU TO RELEASE TO THE

\_\_\_\_\_, SPECIFIC  
(NAME OF AGENCY, INSTITUTION, INDIVIDUAL PROVIDER)

INFORMATION REQUESTED BY THIS AGENCY WHICH I CANNOT PROVIDE CONCERNING \_\_\_\_\_

THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE \_\_\_\_\_

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

SIGNATURE OF APPLICANT		DATE
------------------------	--	------

BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
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SIGNATURE OR NAME OF SPOUSE		DATE
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BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER
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APPENDIX A,  
TECHNICAL EXHIBIT 5  
LIST OF DISTRICT OFFICES

<b>Los Angeles County DPSS District Offices- CalFresh</b>	
Belvedere	5445 Whittier Blvd. Los Angeles, CA 90022
Compton	211 E. Alondra Blvd. Compton, CA 90220
Cudahy	8130 S. Atlantic Ave. Cudahy, CA 90201
East Valley	14545 Lanark St. Panorama City, CA 91402
El Monte	3350 Aerojet Ave. El Monte, CA 91731
Florence	1740 E. Gage Ave. Los Angeles, CA 90001
Glendale	4680 San Fernando Rd. Glendale, CA 91204
Lancaster	349-B East Ave. K-6 Lancaster, CA 93535
Lincoln Heights	4077 N. Mission Rd. Los Angeles, CA 90032
Medi-Cal Outreach	3400 Aerojet Ave. El Monte, CA 91731
Metro Family	2615 S. Grand Ave. Los Angeles, CA 90007
Metro North	2601 Wilshire Blvd. Los Angeles, CA 90057
Metro Special	2707 S. Grand Ave. Los Angeles, CA 90007
Norwalk	12727 Norwalk Blvd. Norwalk, CA 90650
Paramount	2961 E. Victoria St. Rancho Dominguez, CA 90221
Pasadena	955 N. Lake Ave. Pasadena, CA 91104
Pomona	2040 W. Holt Ave. Pomona, CA 91768
Rancho Park	11110 W. Pico Blvd. Los Angeles, CA 90064
San Fernando	9188 Glenoaks Blvd. Sun Valley, CA 91352
San Gabriel Valley	3352 Aerojet Ave. El Monte, CA 91731
Santa Clarita	27233 Camp Plenty Rd. Canyon Country, CA 91351
South Central	10728 S. Central Ave. Los Angeles, CA 90059

<b>Los Angeles County DPSS District Offices- CalFresh</b>	
South Family	17600 A Santa Fe Ave. Rancho Dominguez, CA 90221
South Special	17600 B Santa Fe Ave. Rancho Dominguez, CA 90221
Southwest Family	8300 S. Vermont Ave. Los Angeles, CA 90044
Southwest Special	1819 W. 120th St. Los Angeles, CA 90047-5102
Wilshire	2415 W. 6th St. Los Angeles, CA 90057

APPENDIX A,  
TECHNICAL EXHIBIT 6  
SAMPLE CALFRESH APPLICATION  
MONTHLY LOG

## SAMPLE CALFRESH APPLICATION MONTHLY LOG

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

REPORT MONTH: \_\_\_\_\_

No	Name	Address	Phone	Application Date	Application Delivery Date	USCIS A Number (if any)	Last 4 Digits of SSN (if any)	Date Of Birth
1								
2								
3								
4								
5								
6								
7								

APPENDIX A,  
TECHNICAL EXHIBIT 7

CONTRACTOR, EMPLOYEE, AND  
NON-EMPLOYEE CONFIDENTIALITY  
AGREEMENTS



## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

Contract No. \_\_\_\_\_

### GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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 Work Order. Work cannot begin on the Work Order until County receives this executed document.)

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

Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

**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 Master Agreement 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 Master Agreement. 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 Master Agreement 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 Work Order. Work cannot begin on the Work Order until County receives this executed document.)

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

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

**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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my services hereunder, whichever occurs first.

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

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

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

APPENDIX A,

TECHNICAL EXHIBIT 8  
CALFRESH APPLICATION ASSISTANT SERVICES  
MONTHLY MANAGEMENT REPORT

Month and Year: \_\_\_\_\_

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

Contractor's Address: \_\_\_\_\_

<b>I. CONTRACT EXPENDITURES</b>			
1.	Maximum Contract Amount:		
2.	Contract Balance Year-to-Date:		
3.	Percentage(%) of Contract Expenditures Year-to-Date:		
<b>II. CALFRESH APPLICATIONS</b>			
1.	Number of <b>Submitted</b> CalFresh Application to DPSS Year-to-Date		
2.	Number of <b>Approved</b> CalFresh Applications Year-to-Date:		
3.	Number of <b>Denied</b> CalFresh Applications Year-to-Date:		
<b>III. OUTREACH EFFORTS</b>			
1.	Number of Outreach Clinics During the Report month:		
2.	Number of Persons Attended the Outreach Clinics during the Report month:		
3.	Number of Outreach Clinics conducted Year-to-Date:		
4.	Number of Persons Attended the Outreach Clinics Year To Date:		
<b>IV. PHONE INQUIRIES</b>			
1.	Number of Phone Calls received requesting CalFresh information:		
2.	Number of Phone Messages returned:		
<b>V. DEMOGRAPHICS OF CALFRESH APPLICANTS</b>			
1.	<b>Age/Gender</b>	Male:	Female:
	18-25		
	26-35		
	36-45		
	46-60		
	Over 60		
	Total		
2.	<b>Primary/Native Language</b>		
	Armenian		
	Cambodian		
	Chinese-Cantonese		
	Chinese-Mandarin		
	English		
	Korean		
	Russian		
	Spanish		
	Tagalog (Filipino)		
	Vietnamese		
	Other (state in comments)		
<b>VI. COMPLAINTS</b>			
1.	Number of Complaints Received:		
2.	Number of Complaints Resolved:		
<b>VII. COMMENTS:</b>			

APPENDIX A,  
TECHNICAL EXHIBIT 9  
  
SAMPLE CALFRESH  
RECONCILIATION REPORT

**SAMPLE CALFRESH  
RECONCILIATION REPORT**

Service Month:  
Contractor Name:  
Contract Number:

Invoice date:

No	Applicant Name	Case Number	Application Date	Application Status	Application Denial Reason (if any)	Payment Status	Payment Denial Reason (if any)
1							
2							
3							
4							
5							
6							
7							

Number of Applications Submitted	Number of Applications Approved	Payment Per Approved Application	Total Payment Due

\_\_\_\_\_  
CCA's Authorizing Name (Print)

\_\_\_\_\_  
CCA's Authorizing Signature

\_\_\_\_\_  
Date Signed

APPENDIX A,  
TECHNICAL EXHIBIT 10  
PA 607 COMPLAINT OF DISCRIMINATORY  
TREATMENT

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> ETHNIC GROUP IDENTIFICATION
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> RELIGION	<input type="checkbox"/> SEX
<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> AGE	<input type="checkbox"/> COLOR
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> DOMESTIC PARTNERSHIP

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME: \_\_\_\_\_

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS: \_\_\_\_\_

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN: \_\_\_\_\_

Initial on the line  
above if you give  
consent.

**CONSENT GRANTED** – By initiating this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line  
above if you do  
not give consent.

**CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) \_\_\_\_\_ (DATE) \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PA – 607 (REVISED 06/11) TELEPHONE: \_\_\_\_\_



APPENDIX A,  
TECHNICAL EXHIBIT 11  
PERFORMANCE REQUIREMENTS  
SUMMARY

## **PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

### **T.1 INTRODUCTION**

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 and County's preferred method of monitoring.

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 an 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 the Contractor.

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 an 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 an Contractor's obligation to provide expert professional services to the County.

### **T.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of chart).
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 fiscal deductions or points (Column 3 of chart).
4. Indicates the method of monitoring the services (Column 4 of chart).

5. Indicates the fiscal deductions to be assessed for failing to meet the AQL for each listed required service (Column 5 of chart). The AQL serves as the baseline for assessing fiscal deductions.

### **T.3 QUALITY ASSURANCE**

Each month the Contractor's 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. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2<sup>nd</sup> Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Applicant/Participant interviews; and
6. Review of Complaints or justification of number of complaints.

### **T.4 MEASURABLE OUTCOMES**

Contractor shall provide services that address, but are not limited to, the following measurable indicators:

- Number of CalFresh Applications submitted
- Number of CalFresh Applications approved

### **T.5 PERFORMANCE MEASURES**

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

- 7.5.2 The Contractor shall maintain the following documents that reflect the benchmarks are being met:
- Required statistical reports related to the provided services

- Required documents such as business license, certifications, documentation collected related to the provided services
- Outreach and other application assistance activity schedules

## **T.6 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), (See Technical Exhibit 12) to the Contractor's Contract Manager. The Contract Manager is required to:

T.6.1 Respond to the CDR within ten (10) business days.

T.6.2 Provide a written explanation stating the reasons for the unacceptable performance, how the poor performance will be remedied, how it will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the Contractor's explanation.

## **T.7 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE - RANDOM SAMPLING**

The CCA will determine the number of defects that renders a service unsatisfactory as follows:

T.7.1 Select a sample at random so that it will be a representation of the entire population.

T.7.2 Compare the sample to the Standard, and the conclusions made are about Contractor performance for the whole group.

T.7.3 The random sampling plan includes the following information:

*\*Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

*Lot Size* - The total number of unit or services to be provided, and

*Sample Size* - The number of units to be checked in a given time period.

\*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.

## **T.8 REMEDY OF DEFECTS**

Notwithstanding a finding of unacceptable performance service and assessment of fiscal deductions, Contractor must, within ten (10) business days, 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.

## **T.9 UNSATISFACTORY PERFORMANCE REMEDIES**

When Contractor performance does not conform with the requirements of this Cooperative Agreement, County shall have the option to apply any or all of the following nonperformance remedies:

- T.9.1 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 the recurrence of unacceptable performance.
- T.9.2 Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- T.9.3 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work 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) satisfactorily, 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 Section 5.55, Termination for Convenience of COUNTY.

## PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING
Provide CalFresh Application Assistance Services to individuals and families in their primary language.  Appendix A, Statement of Work Section 1.1.1 Scope of Work	Require Contractor certified bilingual staff and volunteers to provide interpretation of the CalFresh Program and Application in the individual's primary language.	None	Random Sampling On-Site Observation Review of MMR User Complaint
Conduct individual or group sessions to educate applicants in the CalFresh Program and Application process.  Appendix A, Statement of Work Section 1.1.2 Scope of Work	Require Contractor staff to submit along with monthly invoice a schedule of outreach activities held for the month.	None	Random Sampling On-Site Observation Review of MMR User Complaint
Ensure all required posters and materials are posted at Contractor's sites as directed by the COUNTY and are accessible to the public.  Appendix A, Statement of Work Section 1.5.5, Contractor Management Services	Require Contractor staff to post various CalFresh posters and informational material for the public to see and utilize.	None	Random Sampling On-Site Observation Review of MMR User Complaint
Maintain current insurance coverage for all required coverage and provide a new insurance certificate 10 days prior to its expiration date.  Appendix A, Statement of Work Section 1.5.9, Contractor Management Services	Require Contractor to maintain current coverage for all required coverage and provide a new certificate 10 days prior to its expiration date.	None	Random Sampling MMR
Ensure monthly invoices are submitted accurate and timely through the Contract Invoicing System (CIS).  Appendix A, Statement of Work Section 1.5.10, Contractor Management Services	Require Contractor to submit accurate and timely invoices through CIS by the 15 <sup>th</sup> calendar day of the month following the end of the service month.	None	Monthly monitoring through Contract Invoicing System

<b>REQUIRED SERVICES</b>	<b>STANDARDS</b>	<b>DEGREE OF DEVIATION ALLOWED (AQL)</b>	<b>METHODS OF MONITORING</b>
<p>All Contractor staff, including volunteers wear an identification badge that includes the Contractor's name, staff person's name and photo, (if possible). If a photo ID is not available, staff person must have available their state issued driver's license or ID at all times to verify identity.</p> <p>Appendix A, Statement of Work Section 2.2.2.4 Other Contractor Staff.</p>	<p>Require Contractor staff, including volunteers to wear an identification badge.</p>	None	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>
<p>Ensure the necessary space, furniture, utilities and equipment to perform CalFresh Application Assistance Services</p> <p>Appendix A, Statement of Work Section 3.2.1 Equipment, Supplies and Materials</p>	<p>Require Contractor to ensure there is the necessary space, furniture, utilities and equipment to assist individuals and families with completing the CalFresh Application and collecting the supporting documentation.</p>	None	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>
<p>Maintain retrievable records relating to each applicant who receive CalFresh Application Assistance Services in locked drawers and cabinets at the Contractor's headquarters.</p> <p>Appendix A, Statement of Work Section 3.3 Record Keeping</p>	<p>Require Contractor to maintain retrievable records relating to each applicant who receives CalFresh Application Assistance Services and maintain these records for no less than five years after the termination of the contract.</p>	None	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>
<p>Contractor shall maintain an ongoing monthly log recording the applications submitted to the COUNTY.</p> <p>Appendix A, Statement of Work Section 3.3 Record Keeping</p>	<p>Require Contractor to maintain a monthly log.</p>	None	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING
<p>Maintain confidentiality of CalFresh applicants' and employees' records in a locked drawer and/or cabinet at the Contractor's headquarters.</p> <p>Appendix A, Statement of Work Section 3.4 Confidentiality of Records</p>	<p>Maintain CalFresh applicants' and employees' records in a locked drawer or file cabinet.</p>	<p>None</p>	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>



APPENDIX A,  
TECHNICAL EXHIBIT 12  
CONTRACT DISCREPANCY REPORT

## CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

### DISCREPANCY PROBLEMS:

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\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

### CONTRACTOR RESPONSE (Cause and Corrective Action):

---

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\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

### COUNTY EVALUATION OF CONTRACTOR RESPONSE:

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\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

### COUNTY ACTIONS:

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### CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date: \_\_\_\_\_

Contract Representative's Signature and Date: \_\_\_\_\_

# APPENDIX B

## SOQ APPLICATION

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 CONTRACTOR NAME

## SOQ CHECKLIST

EXHIBIT		PAGE
1.	PARTNER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT	___ to ___
2.	DESCRIPTION OF CURRENT OPERATIONS	___ to ___
3.	PLAN TO PROVIDE CALFRESH APPLICATION ASSISTANCE SERVICES	___ to ___
4.	CERTIFICATION OF NO CONFLICT OF INTEREST	___ to ___
5.	CONTRACTOR'S EEO CERTIFICATION	___ to ___
6.	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION	___ to ___
7.	PROSPECTIVE CONTRACTOR REFERENCES	___ to ___
8.	PROSPECTIVE CONTRACTOR LIST OF CONTRACTS	___ to ___
9.	PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS	___ to ___
10.	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS	___ to ___
11.	LOS ANGELES COUNTY CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION FOR EXCEPTION	___ to ___
12.	CHARITABLE CONTRIBUTIONS CERTIFICATION	___ to ___
13.	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	___ to ___
14.	SIGNATURE PAGE OF COOPERATIVE AGREEMENT	___ to ___
15.	BACKGROUND AND SECURITY INVESTIGATION CERTIFICATION	___ to ___

## SOQ CHECKLIST (CONTINUED)

ATTACHMENTS	PAGE
1. ARTICLES OF INCORPORATION AS FILED WITH SECRETARY OF STATE	___ to ___
2. CERTIFICATE OF GOOD STANDING WITH STATE OF CALIFORNIA OR STATE OF INCORPORATION	___ to ___
3. STATEMENT OF DOMESTIC (OR FOREIGN) STOCK CORPORATION AS FILED WITH CALIFORNIA SECRETARY OF STATE, AND STATEMENT WHICH INCLUDES THE NAMES OF CORPORATE OFFICERS	___ to ___
4. IRS LETTER GIVING TAX EXEMPT STATUS	___ to ___
5. COPY OF MINUTES OF BOARD OF DIRECTORS MEETING OR RESOLUTION GRANTING AUTHORITY TO SUBMIT THE SOQ AND EXECUTE THE COOPERATIVE AGREEMENT TO THE PERSON SIGNING	___ to ___
6. COPIES OF THREE MOST RECENT YEARS' FINANCIAL STATEMENTS	___ to ___
7. COPY OF MOST RECENT FILING UNDER REGISTRY OF CHARITABLE TRUSTS	___ to ___
8. PENDING LITIGATION AND JUDGMENTS	___ to ___
9. PROOF OF INSURANCE OR INSURABILITY	___ to ___

## PARTNER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of and to bind the applicant in a Master Agreement.

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

\_\_\_\_\_  
Legal Name State/Year Inc.

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

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

3. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

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

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

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

Name	Year of Name Change
_____	_____
_____	_____

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

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

6. Indicate the Supervisorial District to be served (mark only one):

☐ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

7. Applicant acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.5 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

☐ Yes ☐ No Has significant interaction with low-income families, individuals, children or parents with children who represent the target population for the Food Stamp Program.

- ☐ **Yes** ☐ **No** Is a bona fide non-profit corporation as determined by the Internal Revenue Service and has a federal tax ID #.
- ☐ **Yes** ☐ **No** Has a premises located in Los Angeles County. List addresses of premises:  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ **Yes** ☐ **No** Has operated in Los Angeles County for the past three years as one or more of the following:
- Faith-Based Organization such as a church, synagogue, mosque or temple;
  - Community-Based Organization providing health and human services; or
  - Parent-Teacher Association.
- ☐ **Yes** ☐ **No** Project staff (including volunteers) have no record of conviction for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft.
- ☐ **Yes** ☐ **No** Have project staff fluent in English.
- ☐ **Yes** ☐ **No** Has no record of unsatisfactory performance, lack of integrity or poor business ethics, as required by California Operations Manual Section 23-601.243; and
- ☐ **Yes** ☐ **No** Completed and submitted all of the required SOQ Exhibits and Attachments in the proper format as specified in Section 3.7.

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ 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.

Corporation's Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

e-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_



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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
County WebVen Number

\_\_\_\_\_  
Date

## **DESCRIPTION OF CURRENT OPERATIONS**

---

### **CONTRACTOR NAME**

Briefly describe the items below as they pertain to the Contractor's current operations:

- |    |   |
|----|---|
| 1. | The geographic region and community served:   |
| 2. | A demographic description of the population served by the Contractor (such as ethnicity, languages spoken, economic status and special circumstances and/or barriers and challenges faced by the service population). |
| 3. | The Contractor's mission and a description of the services currently provided by the Contractor:  |

**DESCRIPTION OF CURRENT OPERATIONS**

**CONTRACTOR NAME**

Briefly describe the items below as they pertain to the Contractor's current operations:

4. Contractor's (and/or key staff) experience with outreach for government benefits/programs, (such as Healthy Families, Medi-Cal, or the CalFresh Program) or other health and human services programs:

5. Experience of the Contractor (and/or key staff) working with low-income families and individuals.

**CONTRACTORS PLAN TO PROVIDE  
CALFRESH APPLICATION ASSISTANCE SERVICES**

**CONTRACTOR'S NAME**

Describe the Contractor's plan to provide CF Application Assistance services (use additional sheets if necessary):

1. Key Staff – Provide Names, relevant experience and education, CalFresh Application duties:
2. Use of Volunteers – Describe how volunteers will be used by your agency in this project. Provide the job description, training and methods for recruitment and management of volunteers.
3. Identifying and outreaching to potential CF applicants – Describe approach to be used (e.g., application clinics, notices in church bulletins, etc.).

**CONTRACTORS PLAN TO PROVIDE  
CALFRESH APPLICATION ASSISTANCE SERVICES**

---

**CONTRACTOR'S NAME**

Describe the Contractor's plan to provide CF Application Assistance services (use additional sheets if necessary):

4. Assisting CF Applicants and Follow-Up – Describe how the Contractor will assist applicants with the CalFresh Application, collecting the required supporting documents, and following up with applicants to ensure complete applications.

5. Record Keeping – Describe the Contractor's record keeping system, and means to maintain confidentiality of applicant's information.

6. Oversight and Quality Assurance – Describe by whom and how the CalFresh Project will be managed by the Contractor. Describe methods to ensure quality services are provided.

7. Estimated number of Households to be served.

a. Number of families/individuals provided with CalFresh Program and Application Assistance information/outreach: \_\_\_\_\_ per month

b. Number of families/individuals assisted with CalFresh Applications:  
\_\_\_\_\_ per month.

## 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.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature

**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor 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.

**CERTIFICATION****YES****NO**

- |   |     |     |
|---|-----|-----|
| 1. Contractor has written policy statement prohibiting discrimination in all phases of employment.  | ( ) | ( ) |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | ( ) | ( ) |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | ( ) | ( ) |
| 4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | ( ) | ( ) |

---

Signature

---

Date

---

Name and Title of Signer (please print)

## **FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Contractor 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 Contractor 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.

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

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

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

\_\_\_\_\_  
Print Name & Title



## POTENTIAL PARTNER'S REFERENCES

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

List up to ten references which are familiar with the Contractor's operations and are not either an employee or parishioner of the Contractor and can provide verification that the Contractor meets the Minimum Qualifications and/or can provide verification of the current operations of the Contractor stated in this solicitation.

<b>1. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship	# of Years			
<b>2. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship	# of Years			
<b>3. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship	# of Years			
<b>4. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship	# of Years			
<b>5. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship	# of Years			

## POTENTIAL PARTNER'S LIST OF CONTRACTS

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

List of all entities for which the Contractor has provided service within the last five years. The list must include all contracts with public entities. Use additional sheets if necessary, if any.

<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.	

## POTENTIAL PARTNER'S LIST OF TERMINATED CONTRACTS

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

List all contracts that have been terminated within the past ten years (if any). If none, write "None" under number 1.

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

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Potential Partner 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, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Potential Partners unable to meet this requirement shall not be considered for contract award.**

Potential Partner shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Potential Partner has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_YES (subject to verification by County) \_\_\_\_\_NO

B. Potential Partner is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_YES \_\_\_\_\_NO

C. Potential Partner is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES \_\_\_\_\_NO \_\_\_\_\_N/A (Program not available)

Potential Partner Contractor: \_\_\_\_\_

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

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

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

Tel. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Partners, 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 Partner is excepted from the Program.

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

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

**OR**

**Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

## 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.**

- ☐ Potential Partner 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 Vendor 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**

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

---



---

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

Print Name:	Title:
Signature:	Date:

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

**AUTHORIZATION OF AGREEMENT FOR  
CALFRESH APPLICATION ASSISTANCE SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the Director, of the Department of Public Social Services or designee, and Contractor has caused this Cooperative Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

CONTRACTOR

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

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

Printed: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
John Krattli  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

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



## **BACKGROUND AND SECURITY INVESTIGATION CERTIFICATION**

\_\_\_\_\_  
Potential Partner's Name

\_\_\_\_\_  
Address

### GENERAL CERTIFICATION

At the discretion and request of COUNTY, all CONTRACTOR's personnel performing work on this contract resulting from this RFSQ, must undergo and pass, to the satisfaction of COUNTY, a background and security investigation as a condition of beginning and continuing work under the Contract.

### POTENTIAL PARTNER'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor conducts a preliminary background investigation on each employee/volunteer.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor prohibits the hiring of any employees/volunteers with prior convictions of fraud, welfare fraud, embezzlement, sex crimes, forgery or theft. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. A Live Scan screening will be conducted on each employee/volunteer.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

# **APPENDIX C**

## **SAMPLE COOPERATIVE AGREEMENT**



**SAMPLE COOPERATIVE AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
(CONTRACTOR)  
FOR  
CALFRESH APPLICATION  
ASSISTANCE SERVICES**

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This Cooperative Agreement, and Attachments, is 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, to provide CalFresh Application Assistance Services.

### **RECITALS**

WHEREAS, the County may contract with private non-profit organizations for CalFresh Application Assistance Services when certain requirements are met; and

WHEREAS, the Contractor is a non-profit organization operating within Los Angeles County; and

WHEREAS, this Cooperative Agreement is therefore, authorized under California Codes, Government Code Section 26227 which authorizes the Board of Supervisors to contract for social services; and

WHEREAS, the Board of Supervisors has authorized the Director of DPSS or designee to execute and administer this Cooperative Agreement; 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**

Attachments A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Cooperative Agreement. 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 Cooperative Agreement and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Cooperative Agreement and then to the Attachments according to the following priority:

##### **Attachments:**

- ATTACHMENT A Statement of Work & Technical Exhibits (*See RFSQ Appendix A*)
- ATTACHMENT B Cooperative Agreement Budget
- ATTACHMENT C County's Administration
- ATTACHMENT D Contractor's Administration
- ATTACHMENT E Contractor's EEO Certification (*See RFSQ, Appendix B Exhibit 5*)
- ATTACHMENT F Jury Service Ordinance (*See RFSQ Appendix F*)
- ATTACHMENT G Safely Surrendered Baby Law (*See RFSQ Appendix I*)
- ATTACHMENT H Sample Invoice Format
- ATTACHMENT I Forms Required For Each Invoice
- ATTACHMENT J Charitable Contributions Certification (*See RFSQ, Appendix B Exhibit 12*)
- ATTACHMENT K Earned Income Credit (*See RFSQ Appendix H*)

This Cooperative Agreement and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this agreement. No change to this Cooperative Agreement shall be valid unless prepared pursuant to Sub-section 8.4 - Change Notices and Amendments and signed by both parties.

## **2.0 DEFINITIONS**

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

- 2.1 CalFresh Program:** A program to improve the nutritional status of low-income individuals and families.
- 2.2 Contractor:** A Prospective Partner who has entered into a contract with the County to perform work described in the RFSQ.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Cooperative Agreement operations after the Cooperative Agreement award.
- 2.4 Cooperative Agreement or Agreement:** This Cooperative Agreement executed by County and Contractor.
- 2.5 County Contract Administrator (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Cooperative Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Department:** The Los Angeles County Department of Public Social Services.
- 2.8 Director:** Director of Department of Public Social Services.
- 2.9 District Office:** DPSS centers that accept and process applications for assistance including CalFresh, General Relief, Medi-Cal and CalWORKs.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 LEADER:** DPSS' automated eligibility system.
- 2.12 Notice of Action:** A letter provided to an applicant informing him/her of a change in status in his/her eligibility for benefits.



- 2.13 Manual Application:** A CalFresh application that is completed on paper.
- 2.14 Recruit:** The act of persuading an individual who has made an informed choice not to apply for CalFresh to change his or her decision to apply.
- 2.15 Request For Statement of Qualifications (RFSQ):** This solicitation based on establishing a pool of qualified contractors to provide services through Cooperative Agreements.
- 2.16 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.17 Statement of Work :** A written description of tasks and/or deliverables to be provided by the Contractor under this Cooperative Agreement as set forth in *Attachment A, Statement of Work*.
- 2.18 YBN On-line Application:** A CalFresh Application that is completed on the internet.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Cooperative Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth *Attachment A – Statement of Work*.
- 3.2 If Contractor provides any task, deliverable, or service to County that utilizes other than approved contractor personnel, and/or that goes beyond the expiration date, and/or that exceeds the total maximum amount, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

### **4.0 TERM OF COOPERATIVE AGREEMENT**

- 4.1 This Cooperative Agreement is effective upon the date of its execution by Director of DPSS or designee or January 1, 2013, whichever is later. This Cooperative Agreement shall expire on December 31, 2016, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 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 Contractor shall notify the Department when this Cooperative Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in *Attachment C*.

## **5.0 FISCAL PROVISIONS**

### **5.1 Annual Maximum Amount**

The annual maximum amount for Calendar Year 2013 is \$\_\_\_\_\_ and the County shall not be liable in any event for payment in excess of this maximum amount. The annual maximum for subsequent years shall be set forth by amendment. In determining the amount, the Director shall take into consideration the amount paid to Contractor during Calendar Year 2013, the number of contractors participating in the CalFresh Application Assistance Services project, the total funds available for the CalFresh Application Assistance project for the year and any other relevant factors in determining the annual contract amount for subsequent years.

5.1.1 Supplemental Nutrition Assistance Program (SNAP) funds are used to partially fund this Contract, to maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1<sup>st</sup> through September 30<sup>th</sup> of each FFY, will be reimbursed for this contract period.

### **5.2 No payment for services other than those described in the Statement of Work.**

5.2.1 If Contractor provides any tasks, subtask, deliverables, goods, services or other work to County, other than those specified in this Agreement the same will be deemed a gratuitous effort on the part of Contractor and Contractor shall have no claim against County.

5.2.2 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 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 occur only with the County's express prior written approval.

### **5.3 Notice Upon Reaching 75% of Maximum**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the maximum annual amount of this Cooperative Agreement. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in *Attachment C*.

#### **5.4 No Payment for Services Provided Following Expiration/Termination of Cooperative Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Cooperative Agreement. Should 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 Cooperative Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Cooperative Agreement.

#### **5.5 Invoices and Payments**

- 5.5.1 Beginning with the first month of the Cooperative Agreement, Contractor shall be paid a stipend of \$52 per YBN On-line Application and \$46 per Manual Application that results in an approved CalFresh case under this Cooperative Agreement, less any offset authorized by this Cooperative Agreement or otherwise authorized by law. Documentation to support the invoiced amount, including electronic copies of monthly log and all completed and signed transmittals for the cases, should be attached to each invoice.
- 5.5.2 Applications can take up to 30 days to be processed. Before payment is made, applications must show as approved on LEADER. Therefore, Contractors' invoices will not be approved until all cases included have been approved or denied for CalFresh benefits. Contractor shall not receive payment unless cases have been processed and approved. Payment shall be made within thirty days of invoice approval.
- 5.5.3 For CalFresh applications appearing on the invoice, County shall provide Contractor with a CBO/FBO CalFresh Application Assistance Services Reconciliation Report (Attachment A, Technical Exhibit 9) showing those cases approved for payment and those denied for payment. The report shall be made by mail, postmarked within 45 calendar days of receipt of invoice by the CCA.
- 5.5.4 For CalFresh applications that are denied, Contractor will not receive payment.
- 5.5.5 For CalFresh applications that lack any supporting documentation needed for immediate eligibility determination, County shall indicate additional documentation was required and Contractor will not receive payment.

- 5.5.6 County will not return to Contractor denied applications or those applications requiring further documentation to establish eligibility.
- 5.5.7 Payment to Contractor will be made in arrears on a monthly basis, based on the number of applications approved for payment, provided that Contractor is not in default under any provision of this Agreement and has submitted a complete and accurate invoice with complete supporting documentation.
- 5.5.8 Contractor shall submit all transmittals and invoices, each in an original and one copy, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided.
- 5.5.9 Contractor shall utilize the CalFresh on-line Contract Invoicing System (CIS) to process each monthly invoice electronically, which includes all applications for the service month and reference the CalFresh - Contract Invoicing System Agency User Guide.
- 5.5.10 Contractor shall have Microsoft Office programs such as Excel to ensure the proper format is utilized when submitting invoices via the CalFresh CIS.
- 5.5.11 Contractor shall submit an original and one copy of all invoices and transmittals for the month in which services were provided, to:
- County Contract Administrator – Invoice Processing Unit  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411
- 5.5.12 After Contractor files its final invoice, including any adjustments for prior months and the County determines that Contractor has been underpaid, County shall pay Contractor's approved final invoice indicating the approved amount within 30 calendar days of receipt of invoice. If the annual maximum is exhausted, the County shall not be liable for payment in excess of the annual maximum amount.
- 5.5.13 Contractor is formally informed that County shall not be liable for billing submitted one year or more after the date services were rendered.

## **6.0 ADMINISTRATION OF COOPERATIVE AGREEMENT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Attachment C*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County's Contract Administrator**

The County's Contract Administrator (CCA) is the County's chief contact person with respect to the day-to-day administration of this Cooperative Agreement. CCA duties are further described in Attachment A, Statement of Work, Subsection 2.1.1.

## **7.0 ADMINISTRATION OF COOPERATIVE AGREEMENT – CONTRACTOR**

### **CONTRACTOR ADMINISTRATION**

#### **7.1 Contractor's Project Manager**

7.1.1 Contractor's Project Manager is designated in *Attachment D*. The Contractor shall notify the County in writing within ten (10) days of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities.

#### **7.2 Contractor's Authorized Official(s)**

7.2.1 Contractor's Authorized Official(s) are designated in *Attachment D*. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Cooperative Agreement on behalf of Contractor.

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

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

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

Contractor shall provide, at Contractor's expense, all staff providing services under this Cooperative Agreement, including volunteers, with an identification badge. In addition staff members shall carry a California Driver's license or ID whenever at a DPSS facility.

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

7.5.1 Each of Contractor's staff performing services under this Cooperative Agreement, 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 Cooperative Agreement. Contractor's staff performing services under this Cooperative Agreement shall have no convictions for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Cooperative Agreement at any time during the term of the Cooperative Agreement.

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

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-Section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Cooperative Agreement.

7.5.5 Contractor shall comply with the provisions of applicable laws and regulations pertaining to background investigations conducted for employment. Nothing in this Sub-Section 7.5 is to be construed to require Contractor to perform any background investigation or make any employment decision that would violate such law or regulations.

7.5.6 Contractor shall maintain the confidentiality of the results of any such background investigations. Results of background

investigations are not to be kept in the personnel file of the employee.

## **7.6 Confidentiality**

- 7.6.1 The Contractor shall maintain the confidentiality of all records obtained from CalFresh Applicants or from the County under this Cooperative Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality, including but not limited to Welfare and Institutions Code Section 10850, and as described in Attachment A, Statement of Work, Sub-Section 3.4.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents, volunteers and sub-contractors providing services hereunder of the confidentiality provisions of this Cooperative Agreement.
- 7.6.3 The Contractor shall cause each non-employee performing services covered by this Cooperative Agreement to sign and adhere to the provisions of the *“Contractor, Employee & Non-Employee Acknowledgment and Confidentiality Agreements”, Technical Exhibit 7.*

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Cooperative Agreement, 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 subparagraph, County consent shall require a written amendment to the Cooperative Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Cooperative Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Cooperative Agreement, such disposition is an assignment requiring the prior written consent of County in

accordance with applicable provisions of this Cooperative Agreement.

- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Cooperative Agreement which may result in the termination of this Cooperative Agreement. 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.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Cooperative Agreement 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 Cooperative Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

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 Cooperative Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Cooperative Agreement (including any extensions), and the services to be provided by the Contractor under this Cooperative Agreement 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 Cooperative Agreement.

## **8.4 CHANGE NOTICES AND AMENDMENTS**

- 8.4.1 The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Sum, payment terms or any other term or condition under this Cooperative Agreement. All such changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or designee.



**8.4.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Cooperative Agreement, an Amendment shall be prepared and executed by the Contractor and by the Director or designee.

**8.4.3** 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 Cooperative Agreement during the term of this Cooperative Agreement. 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 orders, an Amendment to the Cooperative Agreement shall be prepared and executed by the Contractor and by the County Contract Manager.

## **8.5 COMPLAINTS**

Except for complaints alleging violations of Civil Rights, (see Sub-Section 8.7 - Compliance with Civil Rights herein) the Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty business days after Cooperative Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 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.
- 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.

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. 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. 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** The Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Cooperative Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or sub-contractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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 Cooperative Agreement or under any project, program, or activity supported by this Cooperative Agreement. The Contractor shall comply with *Attachment E, EEO Certification*. The procedure for Civil Rights complaints is set forth in Sub-Section 3.6 of the *Statement of Work, Attachment A*.

## **8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Cooperative Agreement 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 *Attachment F* and incorporated by reference into and made part of this Cooperative Agreement.

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

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform services for the County under the Cooperative Agreement, the sub-contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-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 Contractor is not required to comply with the Jury Service Program when the Cooperative Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Cooperative Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph of the Cooperative Agreement may constitute a material breach of the Cooperative Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Cooperative Agreement and/or bar 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 Cooperative Agreement 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 Cooperative Agreement. 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 Cooperative Agreement. 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 Sub-Section 8.9 shall be a material breach of this Cooperative Agreement.

#### **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Cooperative Agreement 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 Cooperative Agreement.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Cooperative Agreement, 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.

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 Cooperative Agreement. 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 this Cooperative Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five 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**

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.

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.
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.
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.
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.

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 Sub-Contractors of Contractor**

These terms shall also apply to sub-contractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its sub-contractors, if any, to post this poster in a prominent position in the sub-contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **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 Purchase Order or Cooperative Agreement 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 Cooperative Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Cooperative Agreement 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 will evaluate the Contractor's performance under this Cooperative Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Cooperative Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Cooperative Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Cooperative Agreement or impose other penalties as specified in this Cooperative Agreement.

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

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

**8.16.2** If 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 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 Cooperative Agreement 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 Cooperative Agreement.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Cooperative Agreement, 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**

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 Cooperative Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**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 Paragraph, 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 Cooperative Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive and personal jurisdiction of the courts of the State of California for all purposes regarding this Cooperative Agreement 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 Cooperative Agreement 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 Cooperative Agreement 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 Cooperative Agreement 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 Cooperative Agreement.
- 8.22.4** The Contractor shall adhere to the provisions stated in Sub-Section 7.6 – Confidentiality.

## **8.23 INDEMNIFICATION**

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

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

Without limiting Contractor's indemnification of County, and in the performance of this Cooperative Agreement and until all of its obligations pursuant to this Cooperative Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in –Sub-Sections 8.24 and 8.25 of this Cooperative Agreement. 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 Cooperative Agreement. 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 Cooperative Agreement.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Cooperative Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Cooperative Agreement 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 Cooperative Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification

number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Pkwy., South  
City of Industry, CA 91746  
Attn: CCA

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

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

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

#### **8.24.3 Cancellation of or Changes in Insurance**

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

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Cooperative Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Cooperative Agreement. 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.

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Cooperative Agreement, 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.

#### **8.24.7 Waivers of Subrogation**

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

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

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

#### **8.24.9 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 Cooperative Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Cooperative Agreement expiration, termination or cancellation.

#### **8.24.10 Application of Excess Liability Coverage**

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

#### **8.24.11 Separation of Insureds**

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

#### **8.24.12 Alternative Risk Financing Programs**

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

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

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

## **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 Cooperative Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also 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 Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or her designee, at her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Director determines that there are deficiencies in the performance of this Cooperative Agreement that the Director or her designee, deems are correctable by the Contractor over a certain time span, the Director or 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 Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) Deduct liquidated damages. 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 may be specified in the Performance Requirements Summary (PRS) Charts as defined in Attachment A, Statement of Work, Technical Exhibit 11, 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 Cooperative Agreement.
- 8.26.4** This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Cooperative Agreement 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 Cooperative Agreement as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Cooperative Agreement 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 Cooperative Agreement, 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 Attachment E- 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 sub-contractors, bidders, or partners without regard to or because of race, color, religion, ancestry, national origin, sex, age, or 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 Cooperative Agreement or under any project, program, or activity supported by this Cooperative Agreement.
- 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 Sub-Section 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Sub-Section 8.28 have been violated, such violation shall constitute a material breach of this Cooperative Agreement upon which the County may terminate or suspend this Cooperative Agreement. While the County reserves the right to determine independently that the

anti-discrimination provisions of this Cooperative Agreement have been violated, in addition, a determination by the California Fair Employment Practices 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 Cooperative Agreement.

#### **8.29 NON EXCLUSIVITY**

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

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Cooperative Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Cooperative Agreement, 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**

The Contractor shall bring to the attention of the County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Cooperative Agreement. If the CCA is not able to resolve the dispute, the dispute shall be referred to the CCA's section manager. If the section manager is not able to resolve the dispute, the Director of DPSS, or designee shall resolve it.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each sub-contractor 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 *Attachment K*.

#### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in *Attachment G* of this Cooperative Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Cooperative Agreement shall be in writing and shall be hand delivered with signed receipt, emailed, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Attachment C, County's Administration and Attachment D, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Department of Public Social Services or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Cooperative Agreement.

#### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Cooperative Agreement 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 Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-Section 8.38 - Record Retention and Inspection/Audit Settlement of this Cooperative Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Cooperative Agreement, 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 that are 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 Cooperative Agreement 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 Cooperative Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Cooperative Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

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

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Cooperative Agreement 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 Cooperative Agreement. The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Cooperative Agreement. 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 Cooperative Agreement 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.

- 8.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Cooperative Agreement 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 Cooperative Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Cooperative Agreement upon which the County may terminate or suspend this Cooperative Agreement.
- 8.38.3** If, at any time during the term of this Cooperative Agreement or within five (5) years after the expiration or termination of this Cooperative Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Cooperative Agreement, 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 Cooperative Agreement 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 Cooperative Agreement exceed the funds appropriated by the County for the purpose of this Cooperative Agreement.

#### **8.39 RECYCLED BOND PAPER**

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

#### **8.40 SHRED CONFIDENTIAL DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code Sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are

destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Sub-Section 8.38 of this Cooperative Agreement are to be maintained for a period of five (5) years or longer if required by law.

## **8.41 SUB-CONTRACTING**

- 8.41.1** The requirements of this Cooperative Agreement 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 Cooperative Agreement.
- 8.41.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the sub-contractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.41.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every sub-contractor in the same manner and to the same degree as if such sub-contractor(s) were Contractor employees.
- 8.41.4** The Contractor shall remain fully responsible for all performances required of it under this Cooperative Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.41.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including sub-contractor employees, providing services under this Cooperative Agreement. The Contractor is responsible to notify its sub-contractors of this County right.
- 8.41.6** The Director or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and sub-contractor employees.
- 8.41.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all sub-contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

The Contractor shall obtain certificates of insurance, which establish that the sub-contractor maintains all the programs of insurance required by the County from each approved sub-contractor. The Contractor shall ensure delivery of all such documents to the County Contract Administrator.

#### **8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-Section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Cooperative Agreement. Without limiting the rights and remedies available to the County under any other provision of this Cooperative Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Cooperative Agreement pursuant to Sub-Section 8.44 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.43 TERMINATION FOR CONVENIENCE**

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

**8.43.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under this Cooperative Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.43.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Cooperative Agreement shall be maintained by the Contractor in

accordance with Sub-Section 8.38, Record Retention & Inspection/Audit Settlement.

#### **8.44 TERMINATION FOR DEFAULT**

**8.44.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Cooperative Agreement, if, in the judgment of the Director:

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

**8.44.2** In the event that the County terminates this Cooperative Agreement in whole or in part as provided in Paragraph 8.44.1, 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 Cooperative Agreement to the extent not terminated under the provisions of this Paragraph.

**8.44.3** Except with respect to defaults of any sub-contractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Cooperative Agreement 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 sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-



contractor, 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 sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**8.44.4** If, after the County has given notice of termination under the provisions of this Sub-Section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-Section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-Section 8.43 - Termination for Convenience.

**8.44.5** The rights and remedies of the County provided in this Sub-Section 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Cooperative Agreement.

#### **8.45 TERMINATION FOR IMPROPER CONSIDERATION**

**8.45.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Cooperative Agreement 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 Cooperative Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Cooperative Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Cooperative Agreement. 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.

**8.45.2** 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.

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

## **8.46 TERMINATION FOR INSOLVENCY**

**8.46.1** The County may terminate this Cooperative Agreement forthwith in the event of the occurrence of any of the following:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.46.2** The rights and remedies of the County provided in this Sub-Section 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Cooperative Agreement.

## **8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, 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 Cooperative Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Cooperative Agreement.

## **8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Cooperative Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Cooperative Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Cooperative Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Cooperative Agreement, then this Cooperative Agreement 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.

#### **8.49 VALIDITY**

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

#### **8.50 WAIVER**

No waiver by the County of any breach of any provision of this Cooperative Agreement 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 Cooperative Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-Section 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Cooperative Agreement.

#### **8.51 WARRANTY AGAINST CONTINGENT FEES**

**8.51.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Cooperative Agreement upon any Cooperative Agreement 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.

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

#### **8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-Section 8.52, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Cooperative Agreement. Without limiting the rights and remedies available to County under any other provision of this Cooperative Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Cooperative Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the *Charitable Contributions Certification, Attachment J*, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor 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)

#### **9.2 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this 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. California Department of Social Services Operational Manual
4. Social Security Act



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Cooperative Agreement to be executed by the Director, of the Department of Public Social Services or designee and approved as to form by County Counsel, and Contractor has caused this Cooperative Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

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

**CONTRACTOR NAME**

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

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

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

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

**APPROVED AS TO FORM:**

**JOHN KRATTLI, COUNTY COUNSEL**

By \_\_\_\_\_  
Senior Deputy County Counsel

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

ATTACHMENT A

STATEMENT OF WORK  
&  
TECHNICAL EXHIBITS

*(SEE RFSQ APPENDIX A)*

ATTACHMENT B

CONTRACT BUDGET



**COOPERATIVE AGREEMENT FOR  
CALFRESH APPLICATION ASSISTANCE SERVICES  
ANNUAL BUDGET  
CALENDAR YEAR 2013**

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

**CONTRACT PERIOD:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

Number of Estimated Applications	Online Apps	Paper Apps	Total Budget Amount
	\$52		
		\$46	
Total			

## ATTACHMENT C

### COUNTY'S ADMINISTRATION (To Be Determined At The Time Of Contract Execution)

**ATTACHMENT D**

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME** \_\_\_\_\_

COOPERATIVE AGREEMENT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notices to Contractor shall be sent to the following address:**

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

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

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

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

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

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

ATTACHMENT E

CONTRACTOR'S EEO CERTIFICATION

*(SEE RFSQ, APPENDIX B EXHIBIT 5)*

ATTACHMENT F

JURY SERVICE ORDINANCE

*(SEE RFSQ APPENDIX F)*

ATTACHMENT G

SAFELY SURRENDERED BABY LAW

*(SEE RFSQ APPENDIX I)*

ATTACHMENT H

SAMPLE INVOICE FORMAT



## SAMPLE INVOICE

Contractor Invoice

Page 1 of 1



Los Angeles County Department of Public Social Services  
CalFresh (Food Stamp) Application Assistance Program

InvoiceService Category: **CalFresh**Service: **Assist individuals with completing the application for CalFresh (Food Stamp) benefits and collecting all necessary supporting documentation.**

Applications Submitted For Payment:

Cost Per Application:

Total:

Agency Users

Prepared By:

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

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

Authorized Person:

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

## ATTACHMENT I

### FORMS REQUIRED FOR EACH INVOICE

(To Be Determined At Time Of Contract Execution)

## ATTACHMENT J

### CHARITABLE CONTRIBUTIONS CERTIFICATION

*(SEE RFSQ, APPENDIX B EXHIBIT 12)*

## ATTACHMENT K

### EARNED INCOME CREDIT

*(SEE RFSQ APPENDIX H)*

**APPENDIX D**

**TRANSMITTAL FORM  
TO REQUEST A RFSQ  
SOLICITATION REQUIREMENTS  
REVIEW**

## TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

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

Potential Partner Name:	Date of Request:
Project Title:	Project No.

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

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

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

For each area contested, Potential Partner must explain in detail the factual reasons for the requested review.

*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
*(Name)*

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

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation  
Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Response sent to Partner: \_\_\_\_\_

## **APPENDIX E**

# **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

## 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.



## **APPENDIX F**

### **JURY SERVICE ORDINANCE**

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.
- 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)

### **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)

# **APPENDIX G**

## **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://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

# **APPENDIX H**

## **IRS 1015**



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2011)

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

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

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

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

**Can My Employees Get Advance EIC Payments?**

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice 1015 (Rev. 12-2011)  
Cat. No. 205901

# **APPENDIX I**

## **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)



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

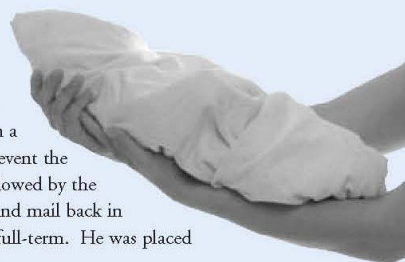
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

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



En el Condado de Los 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 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 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 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.



## **APPENDIX J**

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

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

*There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.*

*The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.*

*Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.*

*Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:*

- *It is not presently subject to the Act, but will comply if later activities make it subject, or,*
- *If subject, it is currently in compliance.*

### RESOURCES

*The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).*

*In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.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://ag.ca.gov/charities/statutes.php>*



## **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.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.*

**The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

## **APPENDIX K**

### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**



**Title 2 ADMINISTRATION**  
**Chapter 2.206**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**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.)

# **APPENDIX L**

## **CDSS OVERVIEW OF THE CALFRESH PROGRAM**

## Eligibility and Issuance Requirements



For households to receive CalFresh benefits they must provide certain information in the following areas:

- [Citizenship/Immigration Status](#)
- [Income](#)
- [Reporting Changes](#)
- [Resources](#)
- [Work Requirements](#)

If you think you may be eligible for CalFresh benefits, download an [application form](#), fill it out, and submit it to your local [County Welfare Department](#), which can be found at: <https://www.dpssbenefits.lacounty.gov/ybn/Index.html>.

### Citizenship/Immigration Status

Certain non-citizens such as those admitted for humanitarian reasons and those admitted for permanent residence are eligible for CalFresh benefits. Eligible household members can get CalFresh benefits even if other members of the household are not eligible.

CalFresh eligibility is available to most legal immigrants who:

- Have lived in the country for five (5) years, or
- Are receiving disability-related assistance or benefits, regardless of entry date, or
- Are children under 18 years of age regardless of entry date.

Non-citizens who are in the U.S. temporarily, such as students, are not eligible. A number of states have their own programs to provide benefits to legal immigrants who do not meet the regular CalFresh Program eligibility requirements. California's program is the California Food Assistance Program.

### Income

CalFresh households, except those containing an aged or disabled member or where all members receive cash assistance, are subject to gross and net income determination tests. Gross Income – all non-excludable income from any source including all earned income and all unearned income. The maximum gross allowed is 130% of the Federal poverty level (FPL) or 165% of the FPL if the household has an elderly or disabled person who qualifies to be a separate household. If the household passes the gross income test, then the net income test is computed. Net income is computed by deducting the following, if applicable, from gross income. The resultant amount cannot exceed 100% of the FPL.

- Earned income has an allowable deduction of 20% (i.e., 80% of the gross earned income counts in the calculation of benefit levels). Examples of earned income include wages and salaries, striker's benefits, etc.
- Standard Deduction – A deduction allowed per household per month. \$147 for households of 1–3 persons, \$155 for 4 persons, \$181 for 5 persons, and \$208 for 6 or more persons (effective 10/1/11).

- **Excess Shelter** – A monthly shelter cost in excess of 50% of the household's income after all above deductions are considered. The excess shelter deduction must not exceed the current maximum of \$459 (effective 10/1/11).
- **Homeless Household Shelter** – Available to homeless persons who are not receiving free shelter for the entire month. If the homeless shelter allowance is used, separate utility costs are not allowed because the homeless shelter allowance includes a utility component. The current allowance is \$143.
- **Standard Utility Allowance (SUA)** – Allowed for a household that incurs utility costs, which are separate and apart from the household's rent/mortgage payment. The current allowance is \$329 (effective 10/1/11).
- **Limited Utility Allowance (LUA)** – Allowed for a household that incurs expenses for at least two separate utilities other than heating and cooling are eligible for a LUA. The LUA allowance is \$99 (effective 10/1/11).
- **Telephone Utility Allowance (TUA)** - A household that is not eligible for the SUA or LUA but incurs a telephone expense or in its absence an equivalent form of communication, is eligible to receive a telephone deduction. The TUA allowance is unchanged and remains \$20 (effective 10/1/11).
- **Dependent Care** – The actual cost, not exceeding the maximum dependent care deduction, for care of a child or other dependent. Up to \$200 per month for the cost of dependent care for a child, under 2 years of age and up to \$175 per month for each other dependent can be deducted.
- **Medical Deduction** – The portion of medical expenses, excluding special diets, in excess of the allowable amount of \$35 per household per month (incurred by any household member who is elderly or disabled).

### **Exempt Income**

- **In-Kind Benefits** – Any gain or benefit that is not in the form of money (i.e., meals, clothing, housing provided by the employer, etc.)
- **Vendor Payments** – Money paid to a third party for a household expense by a person or organization outside of the household.
- **Deferred Educational Loans**
- **Grants and Scholarships**
- **Cash donations** from a charitable organization of not more than \$300 in a calendar quarter.
- **Income received too infrequently/irregularly** to be reasonably anticipated but not more than \$30 in a quarter.

### **Reporting Changes**

CalFresh recipients must notify their local County Welfare Department about changes in their income or other circumstances. Such changes may affect their eligibility for benefits. There are two kinds of reporting: Change and Quarterly, which are described below:

#### **Change Reporting**

Change reporting households are those in which household members are seasonal and/or migrant farm workers, elderly, disabled or homeless.

- These households are required to report within 10 days from the date of a change in writing, verbally or in person.

- Changes required to be reported are:
  - the source and amount of gross income of more than \$25; addition or loss of a household member; address changes and shelter costs; when cash on hand, stocks, bonds, money in a bank account or savings reach a total of \$2,000 (\$3,000 for elderly and disabled households); a change in child support payments made to a non-household member.

## Quarterly Reporting

Quarterly Reporting (QR) households are required to report every 3 months on the QR 7 form.

- The form asks the household to report income, medical and child care expenses and any change that the household is expecting to change in the next 3 months (next QR quarter).
- In-between reporting changes on the QR 7, during the quarter, the QR households are required to report changes of address.
- Households may report, during the quarter, any change that could increase benefits, such as, a job loss or increased shelter expenses.
- Benefits cannot be decreased mid-quarter unless: the county has to impose a sanction/financial penalty, an individual is approved for benefits in another household or, incorrect information has been reported by the household.

## Resources

A resource is something the household can draw upon or sell for financial assistance. Resource limits are \$2,000 for all households except those that have a member who has a disability or who is 60 years of age or older. These households can have up to \$3,000 in resources. Any countable resource will be added to the household's resource limit when making an eligibility determination.

### Types of Resources (Applies only to Expedited Services):

- Liquid Resources – Includes all funds readily available to the household such as cash on hand, money in checking or savings accounts, savings certificates, trust deeds, notes receivable, stocks, or bonds, non-recurring lump sum payments [which includes retroactive payments, funds held in an individual retirement accounts (IRA) and funds held in accessible Keogh plans].
- Non-Liquid Resources – Includes personal property, buildings, land, recreational properties, and any other property. The value of non-exempt resources shall be its equity value, which is the fair market value less encumbrances.
- Excluded Resources – Resources which are excluded are the home and surrounding property, vehicles, household goods, personal effects, resources with an equity value of \$1500 or less (excluding financial instruments), and resources with a cash value that is not accessible to the household (such as irrevocable trust funds, security deposits on rental property, etc.)
- For certain households, there is no limit to resources. Check with your county for further information.

Work Requirements: All able-bodied persons (ages 18-49) without dependents must work 20 hours per week (monthly average 80 hours) or participate 20 hours per week in an approved work activity or do workfare. If not, these persons receive only 3 months of CalFresh benefits in a 36-month period. There are some exceptions, so contact your local [County Welfare Department](#) to find out if you are eligible.

**APPENDIX M**

**CDSS CALFRESH PROGRAM  
FREQUENTLY ASKED  
QUESTIONS**



## What can CalFresh benefits be used to purchase?

CalFresh benefits can be used to purchase:

- Foods for human consumption.
- Seeds and plants to grow food for household use.

## What can you not purchase with CalFresh benefits?

CalFresh benefits cannot be used to purchase:

- Any non-food item such as pet food, soaps, paper products, household supplies, grooming items and cosmetics.
- Alcoholic beverages or tobacco products.
- Vitamins and medicines.
- Any food that will be eaten in the store. \*
- Any food marketed to be heated in the store. \*

\* Except in a restaurant located in a county approved to operate a restaurant meals program.

## Who can receive CalFresh benefits?

You may be eligible to receive CalFresh benefits, whether or not you work, if you have a low income.

## What is the amount of CalFresh benefits I will receive?

The amount of CalFresh benefits a low-income person or family can receive is based on the U.S. Department of Agriculture's (USDA) Thrifty Food Plan. The plan estimates how much it costs to provide a household with nutritious, low-cost meals. The estimates are revised every year to keep pace with changes in food prices. The average amount of CalFresh benefits received per household is about \$200 per month.

## What is the California Food Assistance Program (CFAP)?

CFAP is a state-funded CalFresh program for legal permanent non-citizens residing in the U.S., and determined ineligible for federal food stamp benefits solely due to their immigration status.

## Where do I go to apply for CalFresh benefits?

There are over 240 CalFresh offices in California operated by local county welfare departments. Low-income people may apply for CalFresh at any office located in the county where they live. To find information on your county click on the link [County Welfare Departments](#). Also, there may be other locations where you can apply for CalFresh benefits. You may also file online at the County of Los Angeles DPSS website: <https://www.dpssbenefits.lacounty.gov/ybn/Index.html>

## If I am receiving SSI/SSP, can I also receive CalFresh benefits?

If you are receiving SSI/SSP, you cannot receive CalFresh benefits in California. However, your family may be eligible to receive CalFresh benefits.

# **APPENDIX N**

## **CDSS CALFRESH PROGRAM APPLICATION PROCESS**

## The Application Process:

In California, each county may have a different way to apply for CalFresh benefits, formerly food stamps. [Apply in your county](#), or online at the County of Los Angeles DPSS website: <https://www.dpssbenefits.lacounty.gov/ybn/Index.html>

You can also mail or deliver your application to your local county office. You can download and print an application.

You will need the Adobe Acrobat Reader software to view these PDF files. [Download the free software](#).

- \* You may request an application for CalFresh by phone, in person, by fax, or by mail from your [county office](#).
- \* [Applications for CalFresh benefits](#) are available online.
- \* One adult [household member](#) or authorized representative must sign the application for CalFresh benefits under penalty of perjury.
- \* Complete as much of your application as you can. Your name, address and signature are necessary on the application to be accepted by the local CalFresh office. The application will be accepted on the same day it is turned in, even if there is no interview on that day.
- \* When your application has been turned in, the county welfare department will set up an [interview](#) to go over your application. Here is a [list of documents](#) you will need to bring to your interview.
- \* As soon as all necessary information is provided and verified for eligibility, you will be able to receive your CalFresh benefits within 30 days of your dated application.
- \* You may be [categorically eligible](#) if you are receiving CalWORKs, General Assistance (GA), or General Relief (GR).
- \* You may qualify for [expedited service](#) and receive your CalFresh benefits within three (3) days if you meet the requirements.

## Household Member – CalFresh Households

A CalFresh household is a group of people who live together, buy food, and prepare meals together and whose members meet the eligibility requirements and are approved for benefits. The amount of CalFresh benefits you get will depend on the number of eligible people in your household and on how much monthly income is left after certain expenses (deductions) are subtracted.

### Interview:

- An interview is required before certifying your household to get CalFresh benefits. The interview can occur in the county office or by telephone (in most counties). The interview may be held with the head of household, spouse, the authorized representative or any other responsible household family member. An interview is required annually.
- An eligibility worker will explain the program rules and help your household complete any parts of the application that have not yet been completed.
- After the interview, the CalFresh office will send a notice. If your household does not qualify for CalFresh benefits, the notice will explain why. If your household does qualify, the notice will explain how much the CalFresh benefit will be for your household. It will also explain how many months you can receive CalFresh benefits (certification period) before being recertified.
- Local CalFresh office officials may waive the face-to-face part of the interview requirement if traveling to the county welfare department would be a hardship for your household. The face-to-face feature must be waived if your household is composed only of elderly or disabled members with no earned income.

## **Documents to Bring to Interview**

A new policy now allow for waiving of the face-to-face interview for all households at initial application and recertification. A face-to-face interview must still be conducted in the following circumstances:

- When requested by the household or the household's authorized representative,
- When the county determines it is necessary to verify conditions of eligibility, or
- When a face-to-face interview is required by another program, such as CalWORKs. The FSP certification interview may be conducted in conjunction with the other program's interview.

If you choose to have a face-to-face interview, please bring verification with you of your income and expenses. If you cannot get all the information together by your interview date, still come for the interview because you will have additional time to provide this information. If you need assistance in obtaining this information, please discuss this with your CalFresh worker at the time of the interview. The following are examples of what to bring:

- Proof of identity (driver's license, etc.), alien status.
- Social Security Numbers for all household members.
- If employed, proof of income (wage stubs, earning statements, etc.) for the past 30 days.
- Bank statements for checking accounts, savings accounts, certificates of deposit, credit union accounts, retirement accounts, stocks, bonds, dividends, etc.
- Proof of shelter costs (rent or mortgage payment, lot rent, household, real estate, taxes, utility bills – heat, electricity, water/sewage/garbage, telephone, etc.)

## **Verification**

The CalFresh worker will also ask for proof of certain information that has been reported. The following must be verified prior to certification:

- Identification
- Immigration Status (in some cases)
- Sponsored Noncitizen Information (in some cases)
- Residency
- SSN number for all Household Members
- Gross Income
- Evidence of Disability
- Utility Expenses
- Medical Expenses
- Child Support Obligations and Payments

For expedited service, **only** identification is required and other verification can be postponed. Other verification such as shelter costs, dependent care costs, household size, and liquid resources do not require verification unless questionable.

## **Categorical Eligibility**

Households in which all members are authorized or receiving cash aid, such as CalWORKS or GA/GR, are considered categorically eligible. This means the CalFresh Program accepts eligibility determinations made by the other program for resources, gross and net income limits, sponsored alien information, county residency, and social security number information. CalFresh Households containing California Food Assistance (CFAP) recipients are not categorically eligible.

## **Expedited Service**

Households that qualify for expedited service (ES) go through the same application process as all other clients, but not all information has to be verified before benefits are issued. Households may qualify for (ES) based if the household:

- Has less than \$150 in monthly gross income and liquid resources of \$100 or less; or
- Migrant or seasonal farm workers who are destitute; or
- Combined monthly gross income and liquid resources which are less than the household monthly rent or mortgage and utilities; or
- Is homeless.

ES CalFresh benefits will be made available to the household no later than the third calendar day following the date the application was filed. Applicants are informed of and are automatically considered for expedited service at the time the application is filed.

# **APPENDIX O**

## **USDA ELIGIBILITY SCREENING TOOL**

**[http://www.snap-  
step1.usda.gov/fns/](http://www.snap-step1.usda.gov/fns/)**