



**LA County**  
**ARTS &**  
**CULTURE**

# **DEPARTMENT OF ARTS AND CULTURE**

## **REQUEST FOR PROPOSALS FOR CREATIVE WELLBEING ARTS-100023**

**May 22, 2025**

**Prepared By  
County of Los Angeles Department of Arts and Culture**



**DEPARTMENT OF ARTS AND CULTURE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**CREATIVE WELLBEING**  
**ARTS-100023**



## **1 INTRODUCTION**

### **1.1 Purpose**

The Los Angeles County Department of Arts and Culture (Arts and Culture) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with organizations to implement the Creative Wellbeing approach. Creative Wellbeing services supports prevention and/or early intervention in mental health promotion and arts-based healing.

Programming and services will be provided in a variety of settings and in collaboration with multiple partner agencies and organizations, including but not limited to Schools and School Districts, Department of Children and Family Services (DCFS) sites and partner sites, Department of Mental Health (DMH) sites and partner sites, other County agencies and initiatives focused on supporting the wellbeing of systems-impacted young people (e.g., Department of Youth Development (DYD), Department of Health Services (DHS), Department of Public Health (DPH), Office of Violence Prevention (OVP), Trauma-Prevention Initiative (TPI), Los Angeles County Office of Education (LACOE) and Los Angeles County Library) and other community sites as assigned and approved by the Department of Arts and Culture.

### **1.2 Project/Program Overview**

Creative Wellbeing is an approach for fostering communities of wellness, especially for systems-impacted youth, those at-risk of becoming systems-impacted, and the adults who support them. The model offers strategies for promoting mental health and wellness that include culturally responsive, healing-centered, arts-based learning for youth, as well as professional development, coaching, and emotional support for adults. Creative Wellbeing uses strategies to promote positive cognitive, social, and emotional development and to increase protective factors like emotional coping skills, social connectedness, and community supports. See the [Creative Wellbeing Curriculum Guide](#) to learn more.

The approach has been developed collaboratively by Arts and Culture, Los Angeles County Office of Child Protection (OCP), DMH, DCFS, and the Arts for Healing and Justice Network as a method to specifically support youth impacted by foster care.

An intentional, parallel focus on supporting both youth and adults is central to the Creative Wellbeing model. As young people engage in healing-centered arts instruction they explore identity and self-expression and discover ways to connect, ultimately leading to an enhanced sense of wellbeing. Similarly, as educators, County employees, mental health service providers, community-based organizations, and caregivers engage in arts-based professional development, they increase their understanding of healing-informed approaches, mental health protective and risk factors, self-attunement, and the preventative significance of their own self-care.

Taken together, this holistic, systemic approach works to destigmatize mental health symptoms, strengthen mental health protective factors for young people impacted by trauma, and positively shift how they are encouraged to heal, grow, and thrive.

### **1.3 Project Goals/Outcomes**

Program goals are in alignment with the Arts for All: LA County Regional Blueprint for Arts Education, adopted by the Board of Supervisors (Board) in 2020. The goals include, but are not limited to:

1.3.1 *Youth and Adult Support*: Engage systems-impacted youth in healing-centered arts-based activities to enhance mental health promotion and engage adults to gain the knowledge and skills to better support these youth.

1.3.2 *Arts and Mental Health Integration*: Strengthen the integration of healing-centered arts and mental health promotion into County and community support systems for both youth and adults.

1.3.3 *Cultural Equity and Community Wellbeing*: Increase access to arts and culture to promote community health and support youth development.

## **2 CONTRACT FOR ARTS INSTRUCTION AND PROFESSIONAL DEVELOPMENT SERVICES FOR CREATIVE WELLBEING SERVICES**

### **2.1 Statement of Work (SOW)**

The Contractor will provide services outlined in Exhibit B (Statement of Work) of Appendix A (Sample Contract) of this RFP.

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

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

### **2.3 Availability of Funds**

The County anticipates awarding multiple contracts based on the funding available, needs of the program, and the capacity of Arts and Culture. The Program is currently funded by the California Mental Health Services Act (MHSA), and the Los Angeles County Care First Community Investment (CFCI).

### **2.4 Contract Rates**

Rates are outlined in Exhibit C Fee Schedule in Appendix A (Sample Contract).

The contracted rates may be adjusted bi-annually (every two years) based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary month, which will be the effective date for any rate adjustments.

### **2.5 Anticipated Contract Term**

The contract term is anticipated to be for a period of three (3) years, unless sooner terminated or extended, in whole or in part, as specified in Appendix A (Sample Contract). The contract is anticipated to commence by September 1, 2025.

Arts and Culture will have the sole option to extend the Contract term for up to two (2) years, for a maximum Contract term of five years (5), depending on the performance, project needs, and availability of additional funds.

## **2.6 Indemnification and Insurance**

Contractor will be required to comply with the provisions contained in Paragraph 5.1 (Indemnification) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract). The contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 5.2 (General Provisions for all Insurance Coverage) and Paragraph 5.3 (Insurance Coverage) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract).

## **3 PROPOSER'S MINIMUM QUALIFICATIONS**

Interested and qualified proposers must meet the following mandatory requirements:

- An organization with minimum of five (5) years of experience, within the last eight (8) years, implementing healing-centered arts engagement in support of mental health promotion in County operated sites, community centers, schools/academic institutions, or other similar sites which includes providing professional development to adults ages 27 and above AND with providing healing-centered arts engagement for youth to at least three (3) of the following groups: Birth to Five (0-5), Elementary (6-12), Secondary (13-18), Transitional Aged Youth (TAY) 18-26, and Intergenerational (mixed groups of children, youth, and adults).
- Proposer must have attended the Mandatory Virtual Proposers' Conference identified in Paragraph 4.5 (Mandatory Proposer's Conference). Alternatively, if the Proposer is unavailable, they can attest to viewing the recording of the Virtual Proposers' Conference to fulfill this requirement.
- If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **4 PROPOSAL REQUIREMENTS AND MATERIALS**

### **4.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

## 4.2 Proposal Materials

Each proposal must include two (2) parts:

### Part 1. Services (1,000 Points Maximum Total)

- 4.2.1 Statement of Interest (100 points Maximum) – Provide a statement that outlines how the RFP aligns with the organization’s core services as well as the vision, mission, and goals of the organization.

*Two (2) pages maximum.*

- 4.2.2 Proposer’s Background and Experience (200 points Maximum) - Provide a summary of relevant background information to demonstrate that the proposer meets the minimum requirements and can perform the required services. Describe in detail how the proposer's background and experience will meet the intent of the Statement of Work (SOW).

*Three (3) pages maximum.*

- 4.2.3 Proposer’s Approach to Providing Required Services (300 points Maximum) - Proposer must describe in detail how they will meet contract work requirements, and detail proposed services that meet the intent of the SOW, sections 12-16.

#### 4.2.3.1 Partner Cultivation and Collaboration Management

Proposer’s response should describe how the Proposer will:

- a) Work in collaboration to develop a program plan with assigned partner sites that aligns the Creative Wellbeing approach with the desired goals of the Partner and the expertise of the Contractor.
- b) Fortify relationship building and coordination across the site, increase engagement, and ensure open communication and consistent documentation to meet the specific needs of the Partner site while remaining on schedule and within budget.

*Two (2) page maximum.*

#### 4.2.3.2 Services for Youth

Proposer’s response should describe how the Proposer will:

- a) Deliver healing-centered instruction in music, theatre, dance, visual arts, media arts, creative writing, culinary arts, folk arts, or arts technology (such as sound production, lighting design, and technical theatre) to achieve artistic and social-emotional outcomes.
- b) Ensure teaching artists provide high quality arts instruction in ways that:
  - are culturally responsive,
  - meet the interests and needs of youth they serve,
  - center a trauma-informed and healing-centered approach that reduces mental health stigma and increases protective factors like social-emotional competence and social supports.
- c) Provide training and professional development for teaching artists to ensure proper orientation to specific conditions in school, County or community sites related to artist safety and mental health issues prevalent among young people impacted, or at risk of being impacted by the child welfare and justice systems and other systemic inequities.
- d) Evaluate the services provided, including a description of evaluation tools and practices.

*Four (4) pages maximum.*

#### 4.2.3.3 Services for Adults

Proposer's response should describe how the Proposer will:

- a) Deliver professional development to educators, caregivers, mental health professionals, teaching artists, and other county and community staff that engage participants in self- and community-care and enables them to integrate healing arts strategies to promote the mental health and support the wellbeing of youth and families.
- b) Evaluate the services provided, including a description of evaluation tools and practices.

*Three (3) pages maximum.*

#### 4.2.3.4 Special Project Services

Creative Wellbeing services can include special projects as assigned. Proposer's response should provide evidence of any relevant experience with the following service types:

- a) Stand-alone services for youth and adults such as workshops, field trips, exhibits of youth learning, professional development workshops, self- and community care workshops, family/caregiver workshops or other community engagements.
- b) Developing, preparing, and distributing resources such as curriculum guides, digital content guides for video sessions, and other digital resources.
- c) Engaging and coordinating with youth advisors to contribute youth perspective, serve as credible messengers, and provide specific subject-matter expertise.
- d) Providing honorariums for community advisors or panelists that share their lived and/or subject matter expertise to inform programming.
- e) Developing and delivering presentations at conferences.
- f) Installing large-scale group visual arts projects, such as murals or sculptures.
- g) Live performances of music, dance, theatre or other performing arts.
- h) Providing work-based learning engagements to allow youth to apply skills they have learned in an occupational setting.
- i) Cultivating partners with agencies and institutions.

*Two (2) pages maximum.*

#### 4.2.4 Work Samples (150 points Maximum) - Proposer must provide samples of previous work to demonstrate the ability to provide services outlined in the SOW.

- Youth Services: Provide up to three (3) curriculum samples describing objectives or learning goals, methodology, and materials or equipment used.
- Adult Services: Provide up to three (3) curriculum samples describing objectives or learning goals, methodology, and materials or equipment used.
- Artistic Samples: Provide up to three (3) examples of artistic work produced by youth or families in school or community settings that demonstrate artistic quality and expression.

- 4.2.5 Proposer's Administrative Capacity (150 points Maximum) - Describe in detail how the proposer's administrative capacity will support the delivery of services outlined in the SOW.

Proposer's response should demonstrate how the Proposer will:

- Address operational needs and manage the administrative functions described in the SOW (e.g. scheduling, reporting, service tracking of planning services and teaching artist instruction, budget tracking, invoice submission, payments to teaching artists, etc.)
- Recruit and retain qualified Teaching Artists and Project Management staff to provide services outlined in the SOW.

*Three (3) pages maximum.*

- 4.2.6 Proposer's Quality Control Plan (100 points Maximum) - Proposer must establish, present, and maintain a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided.

Proposer's response should demonstrate how they will monitor the following activities:

- Youth and Families Engagement and Wellbeing
- Teaching Artist Effectiveness
- Staff and Teaching Artist Wellbeing
- Administrative Capacity and Compliance with Contract Requirements

*Three (3) pages maximum.*

## Part 2. Required Forms

Form 1	Minimum Qualifications
Form 2	Proposer's Debarment History and List of Terminated Contracts
Form 3	Pending Litigation and Judgments (120 Points Maximum Deduction)
Form 4	Contribution and Agent Declaration Form
Form 5	Attestation of Compliance and Declaration

## 4.3 RFP Timetable

EVENT	DATE
Release of RFP	Thursday, May 22, 2025
Deadline to submit a request for Solicitation Requirements Review by 5:00 P.M. Pacific Time (PT)	Thursday, June 5, 2025
Mandatory Virtual Proposer's Conference 2:00 P.M. PT	Thursday, June 5, 2025
Written Questions Due by 5:00 P.M. PT	Friday, June 6, 2025
Questions and Answers Released	Friday, June 13, 2025
Proposals Due by 5:00 P.M. PT	Wednesday, June 25, 2025

## 4.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by e-mail to: Elisabeth Nails, Program Specialist, Creative Wellbeing at [artsedcollective@arts.lacounty.gov](mailto:artsedcollective@arts.lacounty.gov). All questions

must be received by the date and time specified in the RFP Timetable. Arts and Culture will publish all questions and answers as an addendum to the RFP without identifying Proposer(s).

#### 4.5 Mandatory Proposers' Conference

A **Mandatory Virtual Proposers' Conference** will be held to discuss the RFP requirements. During this session, County staff will respond to questions from potential proposers. The conference will be recorded and available for viewing at any time. It is mandatory that all Proposers attend the conference or attest they have reviewed the recording in order for their proposals to be considered responsive. It is highly encouraged to attend the conference virtually as it will be the only technical assistance provided by Arts and Culture, outside of responding to written questions. The Proposer's Conference is scheduled as follows:

##### **ZOOM**

Thursday, June 5, 2025

2:00 to 3:00 PM PDT

[Join Zoom Meeting](#)

<https://us02web.zoom.us/j/85496785160?pwd=Z8Z58jAnegvVUglGTyepOoObWr1XUv.1>

#### 4.6 PROPOSAL SUBMISSION

The proposal must be submitted online through SurveyMonkey Apply using the following link:

**SurveyMonkey Apply:** [https://apply-lacdac.smapply.io/prog/creative\\_wellbeing](https://apply-lacdac.smapply.io/prog/creative_wellbeing)

Until the proposal submission deadline, errors in proposals may be corrected online. Corrections will not be accepted once the deadline for submission of proposals has passed.

##### **Survey Monkey Instructions for First Time Applicants**

- Please create an account using the green **REGISTER** button.
- Fill-out your account information.
- If you Verify your email, please make sure to use the LOG IN button to re-access the application platform.

It is the sole responsibility of the submitting proposer to ensure that the proposal is received before the submission deadline. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in RFP Timetable, will not be accepted.

#### 5 PROPOSAL EVALUATION

- 5.1 Proposers will be evaluated on their experience and capacity to perform the required services based on the information provided. Proposals will be scored based on a maximum 1,000-point scale. Scoring will be based on the following:

Part 1. Service	Maximum 1,000 Points
1.1 Statement of Interest	100 points
1.2 Proposer's Background and Experience	200 points
1.3 Proposer's Approach to Providing Required Services	300 points
1.4 Work Samples	150 points
1.5 Proposer's Administrative Capacity	150 points
1.6 Proposer's Quality Control Plan	100 points



<b>Part 2. Compliance and Litigation Review</b>	<b>Maximum 60 Point Deduction</b>
Terminated Contracts	Possible 40 points deduction
Proposer's Litigation and Judgments	Possible 20 points deduction

**5.2 Proposer's Debarment History and List of Terminated Contracts (Based on review, the overall score for subsection 4.2.2 Background and Experience of Section 4.2 Proposal Materials may be adjusted downward by up to 20%)**

The County will conduct a review of proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Form 2 (Proposer's Debarment History and List of Terminated Contracts). Proposer's completed Form 2 must be provided in Part 2 of proposer's proposal. Failure to complete or disclose may result in disqualification.

**5.3 Proposer's Pending Litigation and Judgments (Based on review, the overall score for the subsection 4.2.2 Background and Experience, of Section 4.2 Proposal Materials may be adjusted downward by up to 10%)**

The County will conduct a review of proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Additionally, proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer in Appendix B (Required Forms), Form 3 (Pending Litigation and Judgments). Failure to complete or disclose may result in disqualification.

**5.4 Unresolved Disallowed Costs**

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **6 SELECTION PROCESS**

An Evaluation Committee, selected by Arts and Culture, will review the proposals and score them using the evaluation approach described in this RFP.

The evaluation process will be conducted in three stages:

Stage 1: Adherence to Minimum Requirements (Pass/Fail)

Stage 2: Proposal Evaluation

Stage 3: Final Review and Selection

The County may elect to waive any informality in a proposal if the sum and substance of the proposal are present.

### **Stage 1: Adherence to Minimum Requirements (Pass/Fail)**

County will review Part 1. Services and Part 2 Required Forms of the proposal to determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Qualifications) of this RFP.

This section of the evaluation is scored on a “Pass” or “Fail” basis. Proposer must “Pass” each of the minimum requirements. Proposals that are assigned a score of “Fail” shall be disqualified and shall not proceed to the next phase of the evaluation process.

Proposals that pass Stage 1 of the evaluation will proceed to Stage 2.

### **Stage 2: Proposal Evaluation (Part 1. Services)**

All proposals will be evaluated based on the criteria listed in Section 4 (Proposal Submission Requirements and Materials) and will be scored and ranked in numerical sequence from high to low.

The County will combine Part 1. Services and Part 2. Compliance and Litigation Review to arrive at a total cumulative (or “final”) score.

### **Stage 3: Final Review and Selection**

Each proposal’s final score will be used to determine and select the highest-overall rated proposer(s). A review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category.

After a prospective contractor has been selected, the County and the prospective contractor(s) will negotiate and enter into a contract substantially similar to Appendix A, Sample Contract. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the County.

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

## **7 COUNTY’S RIGHTS AND RESPONSIBILITIES**

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

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

### **7.2 County’s Option to Reject Proposals**

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

### **7.3 County’s Right to Amend Request for Proposals**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional

information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **7.4 Background and Security Investigations**

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

### **8 NOTIFICATION TO PROPOSERS**

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

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

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

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

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

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

#### **8.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to: Elisabeth Nails, Program Specialist at [artsedcollective@arts.lacounty.gov](mailto:artsedcollective@arts.lacounty.gov).

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

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

Prior to a contract award, all potential contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at: <http://camisvr.co.la.ca.us/webven/>

### **8.4 Protest Policy Review Process**

Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 8.5 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

### **8.5 Grounds for Review**

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

8.5.1.1 Solicitation Requirements Review (referenced in Paragraph 9.1)

8.5.1.2 Disqualification Review (referenced in Paragraph 9.2)

8.5.1.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 9.3)

### **8.6 Conflict of Interest**

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

### **8.7 Determination of Proposer Responsibility**

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

Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge must not be the basis of a determination that the proposer is not responsible.

The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or

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

If there is evidence that the apparent highest ranked proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Department Director that the proposer be found not responsible. The Department will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

If the proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Department Director. The final decision concerning the responsibility of the proposer will reside with the Department Director.

These terms will also apply to proposed subcontractors of proposers on County contracts.

## **8.8 Proposer Debarment**

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

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

## **8.9 Gratuities**

### **Attempt to Secure Favorable Treatment**

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

### **Proposer Notification to County**

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

### **Form of Improper Consideration**



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

#### **8.10 Notice to Proposers Regarding the County Lobbyist Ordinance**

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

#### **8.11 Consideration of GAIN/START Participants for Employment**

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

Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Form 5 (Attestation of Compliance) of Appendix B (Required Forms), along with their proposal.

#### **8.12 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective contractors should carefully review Paragraph 4.5 (Compliance with the County's Jury Service Program) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

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

Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Form 5 (Attestation of Compliance). 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 Form 5 (Attestation of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### **8.13 Pending Acquisitions/Mergers by Proposing Company**

The proposer must notify the County Program Manager of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from

legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County about any changes during the solicitation.

#### **8.14 Charitable Contributions Compliance**

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

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form 5 (Attestation of Compliance) in Appendix B (Required Forms) certifying 1) they do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement or 2) they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts. A completed Form 5 (Attestation of Compliance) is a required part of any agreement with the County.

Prospective County contractors that do not complete Form 5 (Attestation of Compliance) 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](#)).

#### **8.15 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective contractors should reference the pertinent provisions in Paragraph 4.3 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.8 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Form 5 (Attestation of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

## **8.16 County's Commitment to Zero Tolerance Policy on Human Trafficking**

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

Contractors are required to complete Form 5 (Attestation of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 4.6 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Exhibit A Standard Terms and Conditions of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

## **8.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

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

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

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

Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The contracting department(s) will decide whether to approve exemption requests.

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

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

Contractors are required to complete Form 5 (Attestation of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

## **8.19 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).



## 8.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program also maintains data on the types of businesses registered as CBEs and their utilization.

All Proposers must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this contract. The Proposer must make documents related to these good faith efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "Request for CBE Listing."

For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## 9 PROTEST PROCESS OVERVIEW

### 9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation. 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:

- The request is made within the time frame identified in the solicitation document;
- The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request asserts either that:
  - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

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

### 9.2 Disqualification Review

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

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

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

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

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

Proposer can also be disqualified for Paragraph 8.7 (Determination of Proposer Responsibility).

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

#### **9.3.1 Departmental Debriefing Process**

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

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

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

#### **9.3.2 Proposed Contractor Selection Review**

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

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

- 9.3.1.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- 9.3.1.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - 9.3.1.2.1 The Department materially failed to follow procedures specified in its solicitation document. This includes:

- Failure to correctly apply the standards for reviewing the proposal format requirements.
- Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
- Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

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

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

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

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

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review. The written decision will additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 9.4 (County Independent Review) below.

## 9.4 County Independent Review

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

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

- The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 9.3.2 (Proposed Contractor Selection Review) above.

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

## 9.5 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Form 4 (Contribution and

Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Form 4, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

## **APPENDICES**

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Contract No. RT\_00XXXX

## DEPARTMENT OF ARTS AND CULTURE SERVICES CONTRACT

This Contract ("Contract") made and entered into on \_\_\_\_\_,

by and between

COUNTY OF LOS ANGELES ("County"), by and through  
the Los Angeles County Department of Arts and Culture  
("Arts and Culture"),

and

Name ("Contractor").

Address

Address

Vendor Number

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

### 1 PROJECT SERVICES

The Contractor will provide healing-centered arts services for the Creative Wellbeing project for the Arts Education and Youth Development Division of the Department of Arts and Culture.

### 2 TERM OF THE CONTRACT

**2.1** The term of this Contract will begin when executed by all parties and shall end on October 31, 2028 ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**2.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods ("Option Terms"), for a maximum total Contract term of five (5) years, based on contracted rates set forth in Exhibit C (Fee Schedule), subject to performance, needs, and availability of additional funds. Each such extension option may be exercised at the sole discretion of the Department Director or his/her designee.

### 3 TOTAL CONTRACT SUM

The maximum payable amount for all services provided hereunder for the Initial Term shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit B (Statement of Work), attached hereto and incorporated herein by reference. The County may increase the maximum

amount payable during the Initial Term or any Option Terms to cover needed and increased services in Exhibit B (Statement of Work) based on initially contracted rates.

## **4 ADMINISTRATION OF CONTRACT**

### **4.1 County Administration**

NAME+EMAIL will serve as the County's Project Lead. The County will notify the Contractor in writing of any change in the names or addresses shown. The County's Project Lead is responsible for administering the contract, including, but not limited to, coordinating with Contractor, ensuring Contractor's performance of the Contract, including any tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Lead is not authorized to further obligate County in any respect whatsoever.

### **4.2 Contractor Administration**

NAME+EMAIL will serve as the Contractor's Project Lead. The Contractor will notify the County in writing of any change in the names or addresses shown. The Contractor's Project Lead will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Lead on a regular basis.

## **5 APPLICABLE DOCUMENTS**

Exhibits A through D are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Standard Terms and Conditions
Exhibit B	Statement of Work
Exhibit C	Fee Schedule
Exhibit D	Attachments A–D

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.10 (Amendments) of Exhibit A (Standard Terms and Conditions) and signed by both parties.

## **6 DELIVERY OF SERVICES**

**6.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work other than

as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

- 6.2** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B (Statement of Work) and in accordance with the Payment and Deliverables Schedule, as outlined in Exhibit B.
- 6.3** The Contractor's invoices must be priced in accordance with Exhibit C (Fee Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 6.4** At the sole discretion of the County, the Contract Amount and Fee Schedule (Exhibit C) may be adjusted bi-annually (every two years), starting after the second year of this Contract, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary month, which will be the effective date for any rate adjustments. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no Cost of Living Adjustments (COLA) will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the County's Project Lead.
- 6.5** All materials created by Contractor pursuant to or related to this contract, including, but not limited to, any and all writings, notes, designs, sketches, drawings, graphics, displays, still images, moving images, videos, music, computer files, data, hardware and/or software (collectively, the "Works"), will be the sole and exclusive property of the County. Contractor acknowledges that all services Contractor provides under this contract are provided as an independent contractor on a work-for-hire basis. Copyright and any other intellectual property right in any work resulting from or related to the performance of the services under this contract will vest and be held in the name of the County.

Notwithstanding the foregoing, County grants the Contractor a non-exclusive license to use the Works created under this Contract for non-commercial purposes, provided relevant credit, logos, or other acknowledgments are included. The parties acknowledge that Contractor has its own writings, designs, models, resources, and tools as well as other proprietary material belonging to Contractor that predates this Contract. Contractor owns all rights, title, and interest in its own instructional materials, templates, engagement processes, professional development design, curriculum, lesson plans, and materials



including all its own written material and work product developed or created by Contractor prior to or outside of this Contract.

- 6.6** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology, security, and the protection of confidential records and information.
- 6.7** Contractor declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for this Work Order, is within the purview of County Code Section 2.180.010.A.

## **7 INSURANCE REQUIREMENTS**

In the performance of this Contract and until all obligations pursuant to this Contract have been met, Contractor must obtain at its own expense insurance coverage satisfying the requirements in Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms and Conditions).

- 7.1 Commercial General Liability Insurance.** Contractor must obtain Commercial General Liability naming the 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

- 7.2 Auto Insurance.** If Contractor will utilize a motor vehicle to perform any portion of Exhibit B (Statement of Work), Contractor must obtain a policy of auto insurance that conforms to the requirements of Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms and Conditions). The auto insurance policy limit must be equal to or exceed the California State minimum requirements for auto insurance liability.

- 7.3** Certificates of Insurance and copies of any required endorsements must be provided to the County's Project Manager prior to commencing services under this Contract.

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

also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

**7.6 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.** Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## 8 CREDIT AND ACKNOWLEDGEMENT

Contractor will include the County seal, the Arts and Culture logo, and the Arts Ed Collective logo on all materials created by Contractor pursuant to or related to this contract, where appropriate. Contractor further agrees that any advertising or promotional materials shall include the following language:

*Creative Wellbeing is a strategic collaboration between the Los Angeles County Department of Arts and Culture, Office of Child Protection, Department of Mental Health, Department of Children and Family Services, the Arts for Healing and Justice Network, and [Contractor] as part of the LA County Arts Education Collective to advance the goals of [Arts for All Children, Youth, & Families: Los Angeles County's New Regional Blueprint for Arts Education](#).*

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles has caused this Contract to be executed on its behalf, the day and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Kristin Sakoda, Director  
Department of Arts and Culture

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

CONTRACTOR

By: \_\_\_\_\_  
Name:  
Title:

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

By: \_\_\_\_\_  
Name:  
Title:

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

**EXHIBIT A**  
**STANDARD TERMS AND CONDITIONS**

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# **1 DEFINITIONS**

## **1.1 Contract**

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

## **1.2 Contractor**

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

## **1.3 Statement of Work**

The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

## **1.4 Subcontract**

An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

## **1.5 Subcontractor**

Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

## **1.6 Board of Supervisors (Board)**

The Board of Supervisors of the County of Los Angeles acting as governing body.

## **1.7 County Project Manager**

Person designated by County's Project Director to manage the operations under this contract.

## **1.8 County Contract Project Monitor**

Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

## **1.9 County Project Director**

Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

## **1.10 Day(s)**

Calendar day(s) unless otherwise specified.

## **1.11 Contractor Project Manager**

The person designated by the Contractor to administer the Contract operations under this Contract.

### **1.12 Fiscal Year**

The twelve (12) month period beginning July 1st and ending the following June 30th.

## **2 STANDARD ARTS AND CULTURE TERMS**

### **2.1 Requisite Skills**

The Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

### **2.2 Work Beyond Scope of Contract**

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

### **2.3 No Payment for Services Provided Following Expiration – Termination of Contract**

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

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

The Consultant must maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Consultant must send written notification to County Contract Manager.

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

**2.5.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.

**2.5.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor,



at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- 2.5.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- 2.5.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
- 2.5.2.3** Modify the questioned equipment, part, or software so that it is free of claims.
- 2.5.2.4** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

### **3 STANDARD COUNTY TERMS**

#### **3.1 Compliance with Applicable Law**

- 3.1.1** In the performance of this Contract, contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 3.1.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **3.2 Compliance with Civil Rights Laws**

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:

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

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

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

### **3.4 Prohibited Activity.**

To the extent applicable, the Contractor represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Contractor agrees to comply with the provision of the federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

### **3.5 Liquidated Damages**

- 3.5.1** If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 3.5.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct

liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct 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.

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

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

### **3.6 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 Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all the services set forth in this Contract.

### **3.7 Complaints**

The contractor must develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

#### **3.7.1 Complaint Procedures**

**3.7.1.1** Within 10 (ten) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

**3.7.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

**3.7.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within 10 (ten) business days for County approval.

- 3.7.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 3.7.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 (ten) business days of receiving the complaint.
- 3.7.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 3.7.1.7** Copies of all written responses must be sent to the County's Project Manager within 10 (ten) business days of mailing to the complainant.

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

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

### **3.9 Contractor Responsibility and Debarment**

#### **3.9.1 Responsible Contractor**

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

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

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

#### **3.9.3 Non-responsible contractor**

The County may debar a contractor if it 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.

### **3.9.4 Contractor Hearing Board**

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

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

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

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

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

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

**3.9.4.7** Subcontractors of Contractor. These terms will also apply to subcontractors of County contractors.

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

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

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

### **3.11 Publicity**

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

**3.11.1.1** The contractor must develop all publicity material in a professional manner; and

**3.11.1.2** During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

**3.11.1.3** The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 3.11 (Publicity) will apply.

### **3.12 Records**

#### **3.12.1 Public Records Act**

**3.12.1.1** Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect

the contractor's documents, books, and accounting records pursuant to Paragraph 3.12.2 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

**3.12.2** Record Retention and Inspection-Audit Settlement

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

- 3.12.2.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

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

**3.12.2.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **3.13 Conflicts of Interest**

#### **3.13.1 Conflict of Interest**

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

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

#### **3.13.2 Prohibition Against Inducement or Persuasion**



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

**3.13.3**     Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

**3.14    Employment Eligibility Verification**

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

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

**3.15    Independent Contractor Status**

**3.15.1**     This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Except as otherwise expressly provided in the Agreement, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

**3.15.2**     The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal,

State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

**3.15.3** The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

**3.15.4** Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE COUNTY DISTRICT ATTORNEY OR OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW. To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Contractor is an independent contractor or consultant.

### **3.16 Most Favored Public Entity**

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

### **3.17 Non-Exclusivity**

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

### **3.18 Nondiscrimination and Affirmative Action**

**3.18.1** The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**3.18.2** Contractor certifies to the County each of the following:

**3.18.2.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.

**3.18.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.

**3.18.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**3.18.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 3.18.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 3.18.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 3.18.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 3.18.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 3.18 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 3.18.7** If the County finds that any provisions of this Paragraph 3.18 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 3.18.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **3.19 Fair Labor Standards**

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

### **3.20 Notices**

All notices or demands required or permitted to be given or made under this Contract must be emailed to County Project Lead and Contractor as identified in the Contract, Paragraph 4.1 (County's Administration) and Paragraph 4.2 (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Director, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **3.20.1 Notice of Delays**

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

#### **3.20.2 Notice of Disputes**

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

### **3.21 Injury and Illness Prevention Program**

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

## **4 COMPLIANCE WITH COUNTY REQUIREMENTS**

### **4.1 Drug Free Workplace Compliance**

The Contractor hereby warrants and certifies that it shall comply with Board Policy 9.050 and the California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600), as applicable.

### **4.2 Warranty Against Contingent Fees**

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

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

#### **4.3 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](#).

#### **4.4 Time Off for Voting**

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

##### **4.5.1 Jury Service Program**

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

##### **4.5.2 Written Employee Jury Service Policy**

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

**4.5.2.2** For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service

Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

**4.5.2.3** If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

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

#### **4.6 Compliance with County’s Zero Tolerance Policy on Human Trafficking**

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

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

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

#### **4.7 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County’s expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **4.8 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

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

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

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

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

#### **4.10 Consideration of Hiring GAIN/START Participants**

**4.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [GAINSTART@DPSS.LACOUNTY.GOV](mailto:GAINSTART@DPSS.LACOUNTY.GOV) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

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

The contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the

federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

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

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

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

#### **4.13 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 Contract.

## **5 INDEMNIFICATION AND INSURANCE**

### **5.1 Indemnification**

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

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

**5.2.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 7 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

**5.2.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement



confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**5.2.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

**5.2.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

**5.2.2.5** Certificates and copies of any required endorsements must be e-mailed to: [admin@arts.lacounty.gov](mailto:admin@arts.lacounty.gov) or sent to:

County of Los Angeles  
Department of Arts and Culture  
1055 Wilshire Boulevard, Suite 800  
Los Angeles, CA 90017

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

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional

insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

#### **5.2.5 Failure to Maintain Insurance**

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

#### **5.2.6 Insurer Financial Ratings**

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

#### **5.2.7 Contractor's Insurance Must Be Primary**

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

#### **5.2.8 Waivers of Subrogation**

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

#### **5.2.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as

additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**5.2.10 Deductibles and Self-Insured Retentions (SIRs)**

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

**5.2.11 Claims Made Coverage**

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

**5.2.12 Application of Excess Liability Coverage**

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

**5.2.13 Separation of Insureds**

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

**5.2.14 Alternative Risk Financing Programs**

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

**5.2.15 County Review and Approval of Insurance Requirements**

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

**5.3 Insurance Coverage**

**5.3.1 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

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

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

**5.3.4 Unique Insurance Coverage**

**5.3.4.1 Sexual Misconduct Liability**

For contracts involving Contractor's work with minors, senior citizens, or vulnerable populations, Contractor must also maintain insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**6 UNIQUE TERMS AND CONDITIONS**

**6.1 Local Small Business Enterprise (LSBE) Preference Program**

If the Contractor had requested and was granted the Local Small Business Enterprise preference:

**6.1.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

**6.1.2** The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

**6.1.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld

information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- 6.1.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 6.1.4.2** In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- 6.1.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

If the Contractor had requested and was granted the Social Enterprise preference:

- 6.2.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 6.2.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 6.2.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 6.2.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
  - 6.2.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 6.2.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  - 6.2.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

If the Contractor had requested and was granted the Local Small Business DVBE preference:

**6.3.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

**6.3.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

**6.3.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

**6.3.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

**6.3.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

**6.3.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **7 STANDARD CONTRACT TERMS**

### **7.1 Force Majeure**

**7.1.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires,

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

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

**7.1.3** 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 Termination**

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

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 4.9 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.3 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

### **8.2 Termination for Convenience**

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

**8.2.2** After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

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

**8.2.2.2** Complete performance of such part of the work as would not have been terminated by such notice.

- 8.2.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 3.12.2 (Record Retention and Inspection-Audit Settlement).

### **8.3 Termination for Default**

- 8.3.1** The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.3.1.1** Contractor has materially breached this Contract; or
  - 8.3.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.3.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.3.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.3.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.3.3** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.3.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.3.4** If, after the County has given notice of termination under the provisions of Paragraph 8.3.1 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.3.1 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.3.1, the rights and obligations of the parties will be the same



as if the notice of termination had been issued pursuant to Paragraph 8.2 (Termination for Convenience).

- 8.3.5** The rights and remedies of the County provided in this Paragraph 8.3.1 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.4 Termination for Improper Consideration**

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

- 8.4.2** The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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.

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

#### **8.5 Termination for Insolvency**

- 8.5.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

**8.5.1.1** Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

**8.5.1.2** The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

**8.5.1.3** The appointment of a Receiver or Trustee for the contractor; or

**8.5.1.4** The execution by the contractor of a general assignment for the benefit of creditors.

- 8.5.2** The rights and remedies of the County provided in this Paragraph 8.5.1 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply

with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

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

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

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

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 4.3 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.9 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.9 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.10 Amendments**

**8.10.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by Department Director or his/her designee.

**8.10.2** Arts and Culture may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by the Department Director or his/her designee.

**8.10.3** The Department Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by Department Director or his/her designee.

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

- 8.11.1** The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.11.2** The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.11.3** Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

## **8.12 Subcontracting**

- 8.12.1** The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.12.2** If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
- 8.12.2.1** A description of the work to be performed by the subcontractor.
  - 8.12.2.2** A draft copy of the proposed subcontract; and
  - 8.12.2.3** Other pertinent information and/or certifications requested by the County.
- 8.12.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.12.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

- 8.12.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.12.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.12.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.12.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to the County Project Manager.

**8.13 Governing Law, Jurisdiction, and Venue**

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

**8.14 Validity**

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

**8.15 Interpretation**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

**8.16 Authorization Warranty**

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

**8.17 Entire Agreement**

- 8.17.1** This Contract constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.
- 8.17.2** Contractor warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

### **8.18 Counterparts and Electronic Signatures and Representations**

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.10 (Amendments) and received via email or electronic signature, as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **9 Survival**

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

- Paragraph 1.0 (Definitions)
- Paragraph 8.10 (Amendments)
- Paragraph 3.1 (Compliance with Applicable Law)
- Paragraph 7.1 (Force Majeure)
- Paragraph 8.13 (Governing Law, Jurisdiction, and Venue)
- Paragraph 5.1 (Indemnification)
- Paragraph 5.2 (General Provisions for all Insurance Coverage)
- Paragraph 5.3 (Insurance Coverage)
- Paragraph 3.5 (Liquidated Damages)
- Paragraph 3.12.1 (Public Records Act)
- Paragraph 3.11 (Publicity)
- Paragraph 3.12.2 (Record Retention and Inspection-Audit Settlement)
- Paragraphs 8.1 through 8.8 (Termination Clauses)
- Paragraph 8.14 (Validity)
- Paragraph 8.9 (Waiver)
- Paragraph 2.5 (Patent, Copyright and Trade Secret Indemnification)
- Paragraph 9.0 (Survival)

**EXHIBIT B**  
**STATEMENT OF WORK**

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## STATEMENT OF WORK

### 1 BACKGROUND

The Los Angeles County Department of Arts and Culture (Arts and Culture) is committed to systems-reform efforts that emphasize a coordinated approach for arts-based positive youth development as an integral part of individual and community wellness. Since the Los Angeles County Board of Supervisors (Board) launched the Los Angeles County Arts Education Collective (Arts Ed Collective) in 2002, Arts and Culture has coordinated efforts across the region through strategies that expand arts teaching and learning, strengthen partnerships and collaborations, and increase public awareness about the importance of arts education and youth development. The Arts Ed Collective has grown to be a nationally recognized model for collective impact in arts education through the aligned efforts of seventy-six (76) school districts, five (5) charter school networks, a half-dozen County agencies, and hundreds of community-based organizations, teaching artists, educators, philanthropists, and advocates.

In October 2020, the Board adopted [Los Angeles County's New Regional Blueprint for Arts Education](#) (Arts Ed Blueprint) as both an aspirational policy statement and as a roadmap for practitioners and leaders to advance youth development over the next decade. The Arts Ed Blueprint presents strategies for establishing and sustaining:

- arts instruction for all students, across all grade levels, in all public schools;
- expanded opportunities for arts education after school;
- year-round community-based arts learning;
- access to careers in the creative economy;
- arts-based programs and services, provided in collaboration with multiple County departments, that support children, youth, and families; and
- a prioritization of historically underserved populations.

Goal 1 of the Arts Ed Blueprint aims to develop systems and infrastructure that expand and sustain arts education for all young people, in all schools, and in all communities. Strategy 1.3.1 of the new Arts Education Blueprint specifically calls for culturally sustaining arts instruction for young people who have been historically and systematically excluded or precluded, and Strategy 1.3.2 cites the need for professional development for adults who directly serve youth (in both schools and in communities) that specifically addresses barriers and root causes faced by historically underserved populations. Additionally, Strategy 2.2.3 calls for philanthropic, government, and community leaders to engage as thought partners in designing innovative systems-change models that use an intersectional approach (e.g. education, physical and mental health, healthy families, youth development, youth justice/ criminal justice, foster and transitional age youth, career and workforce development, community wellness, etc.) to leverage resources and address gaps.

### 2 PROJECT DESCRIPTION

- 2.1 Creative Wellbeing is an approach for fostering communities of wellness, especially for systems-impacted youth, those at-risk of becoming systems-impacted, and the adults who support them. The model offers strategies for promoting mental health and wellness that

include culturally responsive, healing-centered, arts-based learning for youth, as well as professional development, coaching, and emotional support for adults. Creative Wellbeing uses strategies to promote positive cognitive, social, and emotional development and to increase protective factors like social emotional competencies, social connectedness, and community supports.

The approach has been developed collaboratively by Arts and Culture, Office of Child Protection (OCP), Department of Mental Health (DMH), Department of Children and Family Services (DCFS), and the Arts for Healing and Justice Network as a method to specifically support youth impacted by foster care.

An intentional, parallel focus on supporting both youth and adults is central to the Creative Wellbeing model. As young people engage in healing-centered arts instruction they explore identity and self-expression and discover ways to connect, ultimately leading to an enhanced sense of wellbeing. Similarly, as educators, County employees, mental health service providers, community-based organizations, and caregivers engage in arts-based professional development, they increase their understanding of healing-informed approaches, mental health protective and risk factors, self-attunement, and the preventative significance of their own self-care.

Taken together, this holistic, systemic approach works to destigmatize mental health symptoms, strengthen mental health protective factors for young people impacted by trauma, and positively shift how they are encouraged to heal, grow, and thrive.

- 2.2 The desired outcomes of the services delivered through this agreement are:
  - 2.2.1 **Youth and Adult Support:** Engage systems-impacted youth in healing-centered arts-based activities to enhance mental health promotion and engage adults to gain the knowledge and skills to better support these youth.
  - 2.2.2 **Arts and Mental Health Integration:** Strengthen the integration of healing-centered arts and mental health promotion into County and community support systems for both youth and adults.
  - 2.2.3 **Cultural Equity and Community Wellbeing:** Increase access to arts and culture to promote community health and support youth development.
- 2.3 Contractors will create and manage the delivery of customized healing-centered arts services that aim to enhance mental health promotion for youth and the adults who support them and must be documented through **Service Agreements (Attachment A)** or **Special Project Service Agreements (Attachment C)**.

### 3 POPULATION SERVED

- 3.1 Creative Wellbeing services shall prioritize individuals, members of groups, or communities who may be at-risk and/or part of the general population to promote prevention and/or early intervention in mental health promotion. Priority populations include the following:
  - Foster youth and their caregivers
  - Trauma-exposed individuals



- Individuals experiencing extreme stressors
  - Underserved cultural populations
- 3.2 Creative Wellbeing serves youth ages birth to 26, former foster youth who are now adults 27+, parents, caregivers, faculty, educators, and staff at partner sites including, but not limited to:
- 3.2.1 School districts with high numbers of foster youth and systems-impacted students
  - 3.2.2 Department of Children and Family Services (DCFS) sites and partners:
    - Short Term Residential Therapeutic Programs (STRTP)
    - Temporary Shelter Care Facilities (TSCF)
    - Foster Family Agencies that support resource families and foster youth
  - 3.2.3 Department of Mental Health (DMH) sites and partners:
    - Directly Operated Clinics
    - Los Angeles County Suicide Prevention Network (LASPN)
    - Family and Community Partnerships (FCP)
    - School-based Community Access Point
    - Wellbeing4LA Learning Center
  - 3.2.4 Other County agencies and initiatives focused on supporting the wellbeing of systems-impacted young people (e.g., Department of Youth Development (DYD), Department of Health Services (DHS), Department of Public Health (DPH), Office of Violence Prevention (OVP), Trauma-Prevention Initiative (TPI), Los Angeles County Office of Education (LACOE) and Los Angeles County Library, etc.).
  - 3.2.5 Community sites focused on supporting the wellbeing of systems-impacted young people.

## 4 DEFINITIONS

The following words defined for this Statement of Work (SOW) are for reference only and are not intended to solely define the scope of any provision herein. The following words and phrases shall be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used.

- 4.1 **Arts Instruction and Mentoring** – the integration of artistic disciplines into educational, recreational, and/ or youth development settings, coupled with guidance and support from experienced mentors. These approaches aim to nurture creativity, critical thinking, social-

emotional competencies, and personal development, particularly among students or young people.

- 4.2 **Arts Disciplines** – Practices of creative expression, storytelling, and cultural participation through different mediums, including but not limited to, Music, Theatre, Dance, Visual Arts, Media Arts, and Creative Writing.
- 4.3 **Career Readiness** – the attainment of skills, knowledge, and attributes that prepare individuals for success in the workplace and help them navigate their chosen career paths effectively. It involves a combination of academic, technical, and soft skills, as well as a strong understanding of professional norms and expectations.
- 4.4 **Collaboration** – the assigned working relationship of the Contractor with sites or communities (Partners) to develop and implement a customized scope of services. Within each Service Agreement, there can be multiple Program Participant groups served.
- 4.5 **Contract Project Manager** – a Contractor representative responsible for overseeing and managing specific programs or initiatives under a government contract. The role typically involves a combination of administrative, supervisory, and leadership responsibilities to ensure the successful implementation and execution of contracted programs.
- 4.6 **County Program Manager** – a County representative responsible for overseeing and managing specific programs or initiatives within the Department of Arts and Culture.
- 4.7 **Culturally Relevant, Responsive, and Sustaining Instruction** - Asset-based teaching practices that view diversity in thought, culture, and traits as strengths. Instruction is designed to accept and affirm the backgrounds of students of color (Culturally Relevant); connect to students' cultural knowledge, prior experiences, and frames of reference (Culturally Responsive); and sustain cultural ways of being in communities of color while supporting students to critique dominant power structures in society (Culturally Sustaining). <sup>1</sup>
- 4.8 **Curriculum** – a structured set of sequential experiences designed to facilitate learning and development. It outlines the content, instructional methods, assessments, and resources that educators use to guide teaching and learning. The curriculum serves as a roadmap for achieving specific educational goals and objectives.
- 4.9 **Foster Family Agency (FFA)** – local community-based organizations who work with the Department of Children and Family Services to ensure children who cannot remain safely in their home have high quality caregivers. By California statute, FFAs are engaged in the following activities: recruiting, certifying, and training foster parents, providing professional

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<sup>1</sup> "Culturally Sustaining Pedagogy." California Department of Education. Accessed October 6, 2020. <https://www.cde.ca.gov/pd/ee/culturallysustainingped.asp>

support to foster parents, and finding homes or other temporary or permanent placements for children who require more intensive care.

- 4.10 **Healing-Centered** – a framework that prioritizes holistic well-being and recognizes the importance of healing and resilience, especially in the context of individuals or communities who may have experienced trauma or adversity.
- 4.11 **Mental Health Promotion** – Mental health promotion works to encourage and increase protective factors and healthy behaviors that can help prevent the onset of a diagnosable mental disorder and reduce risk factors that can lead to the development of a mental disorder.<sup>2</sup> Creative Wellbeing focuses on four areas of mental health promotion: Increasing Awareness of Protective and Risk Factors; Stigma Reduction; Understanding Typical Adolescent Behavior, and Nurturing Confidence in Offering and Receiving Support. An expanded definition can be found in the Creative Wellbeing Curriculum Guide<sup>3</sup>.
- 4.12 **Program Participant Group** – A designated group of participants that will receive services. For example, a specific classroom at a school site, identified by teacher name or class time, or a group of participants at a community or clinic site, identified by age range or program designation.
- 4.13 **Partner** – the organization or agency assigned to participate in Creative Wellbeing services.
- 4.14 **Partner Lead** – the assigned staff person from each site or community responsible for co-designing the collaboration with the County Program Manager and the Contract Project Manager.
- 4.15 **Program Plan** – A supporting document that details the specific services that will meet the needs of the Program Participant Groups outlined in the Service Agreement. Program Plans are tracking tools to support collaboration, planning, and service delivery.
- 4.16 **Protective and Risk Factors** - individual or environmental characteristics, conditions, or behaviors that reduce or increase the effects of stressful life events. These factors also increase or decrease an individual's ability to address risks or hazards and promote social and emotional competence to thrive in all aspects of life, now and in the future. Examples of protective factors include positive social connections, concrete support in times of need, enhanced self-awareness and cultural identity, increased self-esteem for youth impacted by

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<sup>2</sup> Youth.Gov. (2021). Mental Health Promotion and Prevention. <https://youth.gov/youth-topics/youth-mental-health/mental-health-promotionprevention>

<sup>3</sup> "Creative Wellbeing Curriculum Guide." Los Angeles County Arts Education Collective. Los Angeles County Department of Arts and Culture, Accessed December 30, 2024.

[https://www.lacountyartsedcollective.org/sites/artsforall/files/lacaec/files/ahjn\\_cwcurriculumguide\\_color\\_openbook.pdf](https://www.lacountyartsedcollective.org/sites/artsforall/files/lacaec/files/ahjn_cwcurriculumguide_color_openbook.pdf).

systems, knowledge of parenting and child development, as well as promoting social and emotional competencies of young people and the adults who support them.

- 4.17 **Service Agreement** – An extension of the Contract Scope of Work that defines the scope of services, responsibilities, performance expectations, fees, and other relevant service details to ensure a clear understanding between the parties involved.
- 4.18 **Program Participants** – A designated group of participants that will receive services. For example, a specific classroom at a school site, identified by teacher name or class time, or a group of participants at a community or clinic site, identified by age range or program designation
- 4.19 **Session** – a single, continuous period dedicated to specific activities, discussions, or events.
- 4.20 **Short Term Residential Treatment Program (STRTP)** - A specialized, temporary residential care facility that provides intensive mental health and behavioral support services to children and adolescents in foster care who require a higher level of care due to complex needs.
- 4.21 **Special Project** – a temporary undertaking with a specific goal, scope, and set of tasks, often requiring collaboration and planning to achieve a unique outcome.
- 4.22 **Teaching Artists** – individuals who integrate their expertise in the arts with teaching methods to engage learners by bringing artistic experiences and creative approaches to traditional and non-traditional learning environments. Teaching artists often work in schools, communities, cultural centers, museums, or other settings, or enhance learning experiences with the arts.
- 4.23 **Wellbeing4LA Learning Center**– is funded in part by the Los Angeles County Department of Mental Health (LACDMH). It serves as a platform to promote mental health awareness, offer training resources, and provide community support to improve overall well-being within Los Angeles County. The UCLA Prevention Center of Excellence plays a key role in the Wellbeing4LA Learning Center by providing academic and research support to enhance the development and delivery of mental health resources and training.
- 4.24 **Youth** – Young people ranging from birth to 26 years of age. Youth are dynamic individuals navigating a period of growth and self-discovery, shaped by diverse cultural, social, and personal experiences that influence their identities, values, and aspirations.

## **5 WORK LOCATIONS/WORK SCHEDULES**

- 5.1 Contract Project Manager services will be performed during normal business hours, 9:00 A.M. to 5:00 P.M., Monday through Friday, except County holidays,
- 5.2 Teaching Artist services will be performed Monday - Sunday between the hours of 7:00 A.M. and 8:00 P.M. as outlined in Service Agreements
- 5.3 Work Locations - Services will be performed in facilities including, but not limited to:
  - 5.3.1 School districts with high numbers of foster youth and systems-impacted students
    - 5.3.1.1 Antelope Valley Union High School District
    - 5.3.1.2 Bassett Unified School District
    - 5.3.1.3 Compton Unified School District
    - 5.3.1.4 Inglewood Unified School District
    - 5.3.1.5 Palmdale School District
    - 5.3.1.6 Pasadena School District
    - 5.3.1.7 Whittier City School District
  - 5.3.2 Department of Children and Family Services (DCFS) sites and partners:
    - 5.3.2.1 STRTP-Virtuous Woman, Inglewood and Los Angeles
    - 5.3.2.2 STRTP-Dream Home Care, Torrance and Carson
    - 5.3.2.3 STRTP-Sycamores/EI Nido, Altadena
    - 5.3.2.4 STRTP -Zoe, Acton
    - 5.3.2.5 FFA-Aviva Family and Children's Services, Hollywood and South Los Angeles
    - 5.3.2.6 FFA-Extraordinary Families, Long Beach, Pasadena, East and South Los Angeles
    - 5.3.2.7 FFA-Families Uniting Families, South Los Angeles
    - 5.3.2.8 FFA-Optimist Youth Homes & Family Services, Lincoln Heights, Highland Park, Woodlawn Hills
  - 5.3.3 Department of Mental Health (DMH) sites and partners:
    - 5.3.3.1 LA County Suicide Prevention Network, virtual
    - 5.3.3.2 Sheila Kuehl Family Wellness Center, San Fernando
  - 5.3.4 Other County agencies and initiatives focused on supporting the wellbeing of systems-impacted young people:
    - 5.3.4.1 Pomona Wellness Community (DPH), Pomona
    - 5.3.4.2 Alvarado Health Center (DHS), Westlake
    - 5.3.4.3 Claude Hudson Comprehensive Health Center (DHS), South Los Angeles

- 5.3.4.4 Edward R. Roybal Comprehensive Health Center (DHS), East Los Angeles
- 5.3.4.5 Olive View-UCLA Medical Center, Sylmar

## **CONTRACT ADMINISTRATION**

### **6 COUNTY'S RESPONSIBILITIES**

- 6.1 Arts and Culture shall designate a County Program Manager
- 6.2 County Program Manager will develop partnerships with Partner organizations and, assign services to Contractors using Service Agreements.
- 6.3 County Program Manager will lead the collaborative development of Service Agreements with the Contractor and the Partner Lead.
- 6.4 County Program Manager will support and collaborate with Contractor as needed to ensure successful implementation, documentation, and evaluation of the Contractor's services under this Contract.
- 6.5 County Program Manager will review and approve work and deliverables under this agreement and oversee Contractor's performance in the general operation of this Contract.
- 6.6 County Program Manager is the primary point of contact and shall guide the Contractor's Project Manager in areas relating to Arts and Culture policy, information, documentation, evaluation, administration, fiscal, and procedural requirements.
- 6.7 County Program Manager will plan and facilitate regular convenings among Creative Wellbeing Contractors and Partners to build shared knowledge and practices.

### **7 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 7.1 Contractor will appoint a Contract Project Manager to address the operational needs, manage activities, and the delivery of services under this Contract. Responsibilities of this role are defined in Section 8.
- 7.2 Contractor shall provide its staff with all equipment and proper supplies and resources to comply with the requirements of this Contract.
- 7.3 Contractor shall maintain a working telephone and e-mail address in the company's name where Contractor conducts its business and staffed with at least one (1) employee who can respond to inquiries and complaints.
- 7.4 Approval of Contractor's Staff
  - 7.4.1 County has the absolute right to approve or disapprove of any or all the Contractor's staff performing work under this contract and any proposed changes in the Contractor's staff, including, but not limited to, the Contract Project Manager and Teaching Artists.
- 7.5 General Staff Requirements
  - 7.5.1 Contractor shall be responsible for securing and maintaining a staff that meets the minimum qualifications, experience, and expertise to provide the services in accordance with this Contract.

- 7.5.2 Contractor staff shall travel throughout the County of Los Angeles via personal or Contractor-provided transportation.
- 7.5.3 Contractor shall maintain records in its employee personnel files that include:
  - 7.5.3.1 Annual staff evaluations on service delivery skills, quality and quantity of work product and attendance;
  - 7.5.3.2 Supervision and training relevant to the services to be provided; and
  - 7.5.3.3 Policies regarding procedures to ensure appropriate interaction with County staff, parents, youth, caregivers, and site administrators.
  - 7.5.3.4 Contractor shall ensure that Teaching Artists or Contractor staff are never to be alone with any youth while providing services under this contract.
- 7.6 Contractor shall establish ongoing training and professional development for staff and teaching artists assigned to the contract. Topics must include, but are not limited to:
  - 7.6.1 Staff and Teaching Artist Wellbeing
  - 7.6.2 Documentation and Reporting
  - 7.6.3 Legal and Ethical Considerations
- 7.7 Contractor must secure all required background clearances and documentation for all Teaching Artists and Staff who deliver services or have direct contact with youth, through each assigned sites' required processes. Proof of clearance must be submitted to Arts and Culture.
- 7.8 Contractor shall meet quarterly, at minimum, with its staff and teaching artists to discuss procedures including, but not limited to, new Service Agreements, progress reviews, program implementation, and coordination at the assigned sites. Documentation of such meetings shall be provided to the County Program Manager.
- 7.9 Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to County Program Manager.

## **8 CONTRACT PROJECT MANAGER**

- 8.1 Contract Project Manager will be an employee of the Contractor.
- 8.2 Contract Project Manager will be an experienced project manager with deep knowledge of administrative and programmatic best practices.
- 8.3 The responsibilities of the Contract Project Manager shall include, but not be limited to:
  - 8.3.1 Manage and oversee the Contractor's day-to-day activities as related to this Contract.
  - 8.3.2 Attend, at minimum, monthly contract check-in meetings with the County Program Manager.



- 8.3.3 Develop, communicate, and implement Service Agreements (Attachment A) and Program Plans (Attachment B) for all assigned services in coordination with the Partner Lead.
- 8.3.4 Develop of Special Project Service Agreements (Attachment C) and deliver services in collaboration with Arts and Culture.
- 8.3.5 Oversee and schedule staff and Teaching Artists.
- 8.3.6 Ensure staff and teaching artists are provided with adequate training and support to deliver services under this contract effectively.
- 8.3.7 Plan, schedule, monitor, and assess implementation of services in alignment with the assigned Service Agreements.
- 8.3.8 Coordinate with assigned Partners in advance of service delivery to complete background check requirements.
- 8.3.9 Meet regularly with assigned Partner Lead to ensure services are in alignment with objectives and budget the Service Agreement.
- 8.3.10 Travel throughout the County as necessary to direct the delivery of services.
- 8.3.11 Supervise and provide staff with technical program support, such as safety protocols, curriculum development, and data collection.
- 8.3.12 Cultivate community awareness of the service offerings and encourage participation through outreach and engagement activities.
- 8.3.13 Ensure the administration of the voluntary Creative Wellbeing survey provided by Arts and Culture to participants.
- 8.3.14 Maintain accurate recordkeeping of services, ensure timely reporting, verify the accuracy of reporting and ensure that all reporting and documentation complies with contract requirements.
- 8.3.15 Submit timely and accurate invoices for services as detailed in Section 21 Fee Schedule and Invoicing.

## **9 TEACHING ARTISTS**

- 9.1 Contractor shall provide trained and qualified Teaching Artists to deliver assigned services Monday through Sunday, in accordance with Section 12 Services Agreements and applicable Service Agreements.
- 9.2 Teaching Artists will be employees of the Contractor or employees of the Contractor's County-approved subcontractor. Contractor will monitor and ensure that Teaching Artists employed by the Contractor's subcontractor meet all the same standards and requirements,

and adhere to the same terms and conditions, as Teaching Artists under the Contractor's direct employ.

- 9.3 Contractor will provide a plan for in-person coverage of staff being out due to illness, vacation, or other reasons. Contractor shall provide a substitute Teaching Artist when necessary.
- 9.4 Teaching Artist Qualifications - Arts Instruction and Mentoring
  - 9.4.1 Demonstrated expertise in their respective art form(s).
  - 9.4.2 Experience with and understanding of healing-centered teaching practices that advance culturally responsive and sustaining mental health promotion.
  - 9.4.3 Ability to develop and implement innovative and engaging teaching methods to meet the unique needs of each participant and environment, considering varying skill levels, ages, and learning abilities.
  - 9.4.4 Proficiency in creating and modifying curriculum materials that align with nurturing creativity, social emotional competencies, and mental health promotion.
  - 9.4.5 Experience providing arts instruction for youth in child welfare settings is highly desirable.
- 9.5 Teaching Artist Qualifications - Social-Emotional Learning/Cultural Responsiveness
  - 9.5.1 Knowledge of healing-informed teaching practices to create a safe and supportive learning environment.
  - 9.5.2 Ability to empathize with students, understand their emotional needs and incorporate social-emotional learning principles into the curriculum.
  - 9.5.3 Ability to incorporate mental health promotion strategies into arts instruction and mentoring practices.
  - 9.5.4 Understanding of cultural diversity, including the ability to navigate and respect the cultural background of youth.
  - 9.5.5 Sensitivity to and respect for the diverse cultural backgrounds of youth impacted by the justice and or foster care systems.
  - 9.5.6 Ability to incorporate culturally responsive and sustaining content and perspectives to ensure the curriculum is accessible and relatable to a broad range of youth.

## **10 IDENTIFICATION BADGES**

- 10.1 Contractor shall provide, at the Contractor's expense, all staff providing services with a photo identification badge. Identification badge shall include at minimum staff name, role, photo, and contractor name and logo.
- 10.2 A scanned copy of the photo identification badge shall be submitted to the County Project Manager before services commence.

## **11 COMMUNICATIONS, DOCUMENTATION, DATA COLLECTION, AND REPORTING**

- 11.1 All communication regarding Creative Wellbeing programming, including external collaborations, should be channeled through the designated Contract Project Manager and County Program Manager to ensure consistency and adherence to established protocols.
- 11.2 All Health and Safety concerns must be reported to the County Program Manager immediately.
- 11.3 Contractor will submit monthly reports by the tenth day of each month detailing the previous month's services and activities including the number of services completed, the number of youth and adult participants per service (including location, date, and time), the number of planning hours and instructional hours, as well as any successes, challenges, or opportunities identified. Reports will be submitted using a template provided by Arts and Culture.
- 11.4 Contractor must distribute the Creative Wellbeing Survey provided by Arts and Culture to all youth and adults at the completion of their participation in assigned services. County will provide Contractor access to paper and digital survey tools and will provide training on the data collection expectations. County may update survey instruments and procedures periodically and will provide updated tools and training to Contractor.
- 11.5 Contractor will prepare and submit an annual report on the impact of the Creative Wellbeing collaborations for internal and external stakeholders demonstrating successes, challenges, or opportunities identified. Contractor must also submit documentation (e.g. youth artwork, youth or agency staff testimonials, etc.) demonstrating learning and engagement. Arts and Culture will provide the annual report form.
- 11.6 Contract Project Manager and Teaching Artists will participate in an annual end-of-year review and reflection session with Arts and Culture.
- 11.7 No Personally Identifiable Information (PII) of program participants shall be collected for Creative Wellbeing implementation or program evaluation.

## DELIVERY OF SERVICES

### 12 SERVICE AGREEMENTS

- 12.1 A **Service Agreement (Attachment A)** must be fully executed by all parties, including the Contractor, Arts and Culture, and Partner Organization, before the service may begin.
- 12.2 Service Agreements are extensions of the Contract Scope of Work and are subject to all provisions of the Contract.
- 12.3 Service Agreements will be designed in collaboration with the County Program Manager, Contract Project Manager and Partner Lead.
- 12.4 Service Agreements will outline services that align the Creative Wellbeing approach with the desired goals of the Partner and the expertise of the Contractor. The agreement shall define the:
  - 12.4.1 Shared service goals of the Partner, Contractor, and Arts and Culture
  - 12.4.2 Period of service
  - 12.4.3 Maximum budget for the service period
  - 12.4.4 Program Participant Groups anticipated to be served
  - 12.4.5 Projected types of services to be delivered to Program Participant Groups
  - 12.4.6 Additional details that may affect the delivery of service.
  - 12.4.7 Contact Information for the Partner
- 12.5 Notice to Proceed – Service Agreements must be approved and signed by all parties including, but not limited to, the Contractor, Partner, and Arts and Culture. A fully executed Service Agreement will serve as formal notice to proceed.
- 12.6 A **Program Plan (Attachment B)** is a supporting document that details the specific services that will meet the needs of the Program Participant Groups outlined in the Service Agreement.
- 12.7 Program Plans must be developed for each Program Participant Group named in the Service Agreement.
- 12.8 County Program Manager, Contract Project Manager and Partner Lead will agree on a timeline to develop each Plan based on the needs of the Partner and the anticipated date that services will commence.
- 12.9 Program Plans will be developed by the Contractor in collaboration with the Partner Lead. The Program Plan shall define:
  - 12.9.1 Type of services planned
  - 12.9.2 Schedule details (i.e. dates, times, rooms)
  - 12.9.3 Names of the assigned teaching artists

- 12.9.4 Costs in alignment with the fee schedule and the approved Service Agreement budget
- 12.10 Program Plans must be approved by the County Program Manager prior to the delivery of services to Program Participants.
- 12.11 Contractor will inform the County Program Manager of any material changes to the Program Plan. Significant changes to a Plan may require an amended Program Plan, which is subject to the approval of the County Program Manager.
- 12.12 Contractor will maintain regular communication and meet monthly, or more frequently as needed, with the Partner site to ensure quality service delivery and update the Service Agreements and/or Program Plans, as needed.

### **13 SPECIAL PROJECT SERVICE AGREEMENTS**

- 13.1 Arts and Culture may request the Contractor to provide special project services under a **Special Project Service Agreement (Attachment C)**.
- 13.2 Services provided under a Special Project Services Agreement may include, but are not limited to:
  - 13.2.1 Stand-alone services for youth and adults such as workshops, field trips, exhibits of youth learning, professional development workshops, self- and community care workshops, family/caregiver workshops or other community engagements;
  - 13.2.2 Developing, preparing, and distributing resources which may include curriculum guides, content guides for video sessions, and resources that correspond to service agreement goals or that document the Creative Wellbeing approach;
  - 13.2.3 Engaging and coordinating youth advisors to contribute youth perspective, serve as credible messengers, and provide specific subject-matter expertise;
  - 13.2.4 Providing honorariums for community advisors or panelists that share their lived experience and/or subject matter expertise to inform and advance the Creative Wellbeing approach;
  - 13.2.5 Developing and delivering presentations about Creative Wellbeing at conferences;
  - 13.2.6 Installing large-scale group visual arts projects, such as murals or sculptures;
  - 13.2.7 Live performances of music, dance theatre or other performing arts.
  - 13.2.8 Providing work-based learning engagements to allow youth to apply skills they have learned in an occupational setting;
  - 13.2.9 Planning and attending meetings to cultivate new agency partners and/or expand Creative Wellbeing to new site types;
  - 13.2.10 Providing for Teaching Artist participation in quarterly in-person Creative Wellbeing gatherings

- 13.3 At the request of the County Program Manager the Contractor will submit a proposal to deliver specific Special Project Services. The proposal will include:
  - 13.3.1 Details on how the Contractor intends to meet the requested scope of work
  - 13.3.2 Names and qualifications of the personnel that will deliver the services
  - 13.3.3 Services and supplies required
  - 13.3.4 A detailed budget outlining costs for services and supplies separately
- 13.4 County Program Manager and the Contractor will develop a Special Project Service Agreement based on the final negotiated terms of the proposal.
- 13.5 Notice to Proceed – Special Project Service Agreements must be approved and signed by all parties including, but not limited to, the Contractor and County Program Manager. A fully executed Service Agreement will serve as formal notice to proceed
- 13.6 Special project materials and event production costs will be reimbursed monthly with supporting documentation.

## 14 SUBCONTRACTING SERVICES

- 14.1 Contractor may subcontract services, in whole or part, to meet the needs of the program, subject to the following provisions:
  - 14.1.1 Subcontractor is subject to the approval of Arts and Culture in its sole discretion.
  - 14.1.2 Subcontractor is subject to all provisions of the Contract.
  - 14.1.3 Subcontractor must provide proof it has met the Contract Insurance Requirements
- 14.2 The Contractor must submit a **Subcontractor Authorization Form (Attachment D)** providing the qualifications of the subcontractor, acknowledgement of all contract provisions and proof of insurance.
- 14.3 Subcontractors may not provide services without an approved Subcontractor Authorization Form.

## 15 SERVICES FOR YOUTH

- 15.1 Contractor will provide trauma-informed and healing-centered arts services by qualified teaching artists for youth at the assigned sites, as approved in the Service Agreements.
- 15.2 Services will be delivered by a team of one (1) or more Teaching Artists.
- 15.3 Teaching Artist responsibilities shall include, but are not limited to:
  - 15.3.1 Plan and deliver healing-centered, culturally responsive creative arts lessons, workshops, or projects that align with the established [Creative Wellbeing Curriculum Guide](#) and cater to the diverse needs and interests of the youth.

- 15.3.2 Provide a curriculum that is aligned with established themes or goals of the site, as determined in consultation with Partner Lead and documented in the Service Agreement, where applicable.
- 15.3.3 Provide instruction that builds on young people's experiences and knowledge as they learn new skills and offers individual support to enhance learning and aid in the mastery of tasks.
- 15.3.4 Facilitate learning experiences in various art forms that represent diverse cultural practices (e.g., Indigenous healing circles, Afro-Latin dance) and arts disciplines.
- 15.3.5 Cultivate a learning environment that centers mental health promotion to reduce risks, strengthen protective factors, and encourage wellbeing and healthy development.
- 15.3.6 Support young people's ability to express themselves in creative ways, engage in positive interactions with others, exhibit self-regulation skills, and increase skills/abilities to express feelings, needs and communicate effectively.
- 15.3.7 Provide a curriculum that is designed to meet youth development and/or social-emotional learning outcomes.
- 15.3.8 Provide individualized support to youth, considering their unique strengths, challenges, and learning styles.
- 15.3.9 Foster a sense of belonging and encourage positive relationships among young people.
- 15.3.10 Establish and maintain a safe and inclusive learning environment.
- 15.3.11 Implement effective classroom management strategies to address behavioral needs and maintain a supportive atmosphere.
- 15.3.12 Deliver or support existing career readiness training through facilitated discussions, workshops, and activities that help youth identify their interests, strengths, and potential career options within the arts and related fields.
- 15.3.13 Deliver or support arts integration instruction to engage youth in a creative process that connects an art form and another subject area and meets evolving objectives in both. Arts integration helps students construct and demonstrate an understanding of various subjects through an art form.
- 15.4 Contractor will be responsible for tracking youth learning and providing opportunities for youth to reflect and celebrate their work and growth. Examples of these activities include, but are not limited to:
  - 15.4.1 Demonstrating youth learning through work products, demonstrations, culminating events, performances and/or exhibitions. Work products created by youth are to remain at each site as evidence of student learning.

- 15.4.2 Uplifting and celebrating youth participation and work, providing affirmation and encouragement to help youth expand their artistic skills and express themselves with confidence.
- 15.4.3 Using a variety of assessment methods that align with arts education and youth development goals and objectives.

## **16 SERVICES FOR ADULTS**

- 16.1 Contractor will provide healing-centered arts services by qualified teaching artists for adults at assigned sites, as approved in the Service Agreements.
- 16.2 Contractor will design and facilitate services for adults such as workshops, performances, presentations and self- and community care sessions for assigned sites, which may vary in duration. Services may be as short as 20-60 minutes; some services may require half-day or a full day.
- 16.3 Engagements will be aligned with established themes or goals of the assigned site, as determined in consultation with Partner Lead and documented in the Service Agreement, where applicable, and may include, but are not limited, to:
  - 16.3.1 Strategies for engaging youth in positive, healing-centered activities that focus on strength-based approaches and support them in their personal growth.
  - 16.3.2 Interactive arts activities that allow adults to gain greater comfort with creative self-expression and peer learning approaches.
  - 16.3.3 Curricular resources that integrate arts elements in achieving academic and/or social-emotional learning objectives, within and beyond the classroom setting.
- 16.4 Contractor will design and facilitate services for family audiences that combine youth and adults such as workshops, performances, and self- and community care sessions.

## **17 CLARIFICATION AND LIMITATIONS ON THE DUTIES OF TEACHING ARTISTS**

- 17.1 Teaching Artists employed by the Contractor are not to engage in activities beyond the scope of their primary role as educators. Specifically, they are not authorized to seek out or enter into agreements with external organizations on behalf of Arts and Culture and other Creative Wellbeing Partners.
- 17.2 While collaboration with site staff is encouraged for the effective integration of arts education into the wellbeing/mental health framework, any coordination involving Creative Wellbeing Partners or other entities should be managed by designated personnel from the Contractor, Arts and Culture, and other Creative Wellbeing Partners.
- 17.3 Teaching Artists are not allowed to subcontract or delegate their responsibilities to third parties without explicit written consent from Arts and Culture.



- 17.4 Teaching Artists will not assume managerial or administrative responsibilities that extend beyond the immediate scope of their duties in providing arts instruction in the service of the contract while working in the capacity of a Teaching Artist.

## **18 INSTRUCTION CANCELLATION POLICIES**

- 18.1 Arts and Culture and Creative Wellbeing Partners are committed to supporting the Contractor to provide high quality services. However, extenuating circumstances may require the cancelation of previously scheduled services.
- 18.2 Cancelation by Arts and Culture, Creative Wellbeing Partners, or Site Partners
- 18.2.1 For cancellations with less than 24 hours' notice, the Contractor will be paid 100% of fees for that session.
- 18.2.2 For cancellations with more than 24 hours' notice, the Contractor will be paid 0% of fees for that session. Contractors are encouraged to work with the Partner Lead to reschedule.
- 18.3 Cancelation by Contractor
- 18.3.1 If the Contractor needs to cancel any services, the Contract Project Manager must notify the Partner Lead as soon as possible. Notification must happen 24 hours before the scheduled session begins. Contractors are encouraged to work with the Partner Lead to reschedule.
- 18.4 Substitution of Assigned Teaching Artists
- 18.4.1 Substitute Teaching Artists, not included in the Program Plan, must be approved by the Partner Lead or designee at least 24 hours before the scheduled session. Partner Lead's approval must include confirmation that the Substitute Teaching Artist has cleared Partner Site's background check process.
- 18.5 Zero Attendance
- 18.5.1 If no participants attend a scheduled session, the Contractor will be paid 100% of the instructional fees. Contractor must immediately notify Arts and Culture if no participants attend a scheduled session. One (1) or more sessions with no attendance may be subject to a Notice of Service Termination.

## **19 VERIFICATION OF SERVICES AND PARTICIPANT COUNTS**

- 19.1 Contractor will insure timely and accurate collection of the total number of youth and adult participants, and the dates, times, locations, and duration for each service delivered.
- 19.2 Contractor will keep a log of planning services and teaching artist instructional services with personnel names and dates and hours worked.
- 19.3 Contractor will summarize and report that information to Arts and Culture via monthly reports and invoices in accordance with Section 11.

Contractor will keep logs on file and will be asked on occasion to submit them for Arts and Culture verification of reported information.

## 20 INVOICING

- 20.1 Contractor shall submit all invoices to County in the form and manner as directed by County **by the 10th calendar day of the month following the month of Service** (e.g., Contractor shall submit an invoice for Services provided in October by November 10th for reimbursement). When the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County Holiday), Contractor shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.
- 20.2 Contractor shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Contractor shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Contractor takes the appropriate measures to adhere to these requirements.
- 20.3 When Contractor does not incur any expenditures for the month of Service, Contractor shall prepare an invoice as directed by County so that the invoice reflects zero (\$0) expenditures. Contractor shall submit the invoice according to the procedures outlined herein and as further directed by County.
- 20.4 Contractor is responsible for the accuracy of invoices submitted to County. Contractor shall reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Contractor and County agree as follows:
- 20.4.1 When County or its designee discovers that Contractor has been overpaid, County will send Contractor written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Contractor that exceeds either the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.
- 20.4.2 When Contractor receives or discovers any overpayment from County, Contractor shall immediately notify County in writing of such overpayment. Contractor shall immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.
- 20.4.3 At County's sole election, overpayment made to Contractor may be used to offset future payments due Contractor.
- 20.5 Contractor shall submit a complete, accurate, verifiable, and timely invoice for each month of Service as directed above. Contractor's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Contractor's continued non-

compliance with County's invoicing policies and procedures may result in Contractor's payments suspension, imposition of other remedies deemed appropriate by County, and/or termination of the Contract.

20.6 County Approval of Invoices

20.6.1 All invoices submitted by Contractor for payment must have the written approval of the County Program Manager or designee prior to any payment. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

20.6.2 County will review Contractor's supporting documentation for each invoice and reconcile between the invoice and the supporting documentation. County will communicate any discrepancies with Contractor to acquire additional information, if needed.

20.7 Payments to Contractor

20.7.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit B (Statement of Work) and any amendments, addendums or modifications thereto.

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

20.7.3 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

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

20.7.5 Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice. For more information on the County LSBE program, visit: <https://dcba.lacounty.gov/local-small-business-enterprise/>.

20.8 Past Due Invoice

20.8.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a “past due invoice”. Notwithstanding any other provision of this Contract, Contractor and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted, provided that sufficient funds remain available under this Contract.

**EXHIBIT C**  
**FEE SCHEDULE FOR CREATIVE WELLBEING**

<b>Program Services and Supplies</b>	
Planning Services	\$120 Per Hour
Teaching Artist Instruction	\$175 Per Hour
Reimbursable Expenses	All reimbursements must be pre-authorized by County Program Manager
<b>Special Project Services and Supplies</b>	
Special Project Services, Materials, or Costs	Reimbursed as outlined in the Service Agreement
<b>Administrative Fees</b>	
Project Management	15% of Services and Supplies
Indirect Costs	15% of Services and Supplies

The above rates are what will be paid by Arts and Culture to Contractors for the services delivered. These rates do not dictate what wages Contractors will pay to their employees and each contractor must determine their own wage schedules and employment policies. Below, Arts and Culture has provided a rationale for these rates, which are based on market rates, cost of living in the LA region, and value of providing family sustaining wages as informed by the by the Teaching Artist Guild's Pay Rate Calculator.

The contracted rates may be adjusted bi-annually (every two years) based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary month, which will be the effective date for any rate adjustments.

---

**Planning Services**

Rate includes, but is not limited to, the following:

- Planning services as outlined in Service Agreements
- Payroll taxes, Workers Comp, benefits, and any other employment-related expenses\*

**Teaching Artist Instruction**

Rate includes, but is not limited to, the following:

- Instruction services as outlined in Service Agreements
- Payroll taxes, Workers Comp, benefits, and any other employment-related expenses\*

- Basic materials for the hour of instruction\*\*
- Travel time/ mileage\*\*
- Setup and breakdown for instruction\*\*
- IT equipment\*\*
- Required professional development/training\*\*
- Attendance at mandated meetings\*\*
- Other organization-specific costs\*\*

### **Basis for Rate**

Role	Hourly Rate	Employment-related Expenses* (33%)	Other Costs**	Total
Planning Services	\$90.00	\$30.00		<b>\$120.00</b>
Teaching Artist Instruction	\$90.00	\$30.00	\$55.00	<b>\$175.00</b>

Teaching Artist rates are informed by the [Teaching Artist Guild's Pay Rate Calculator](#) to provide family-sustaining wages for Teaching Artists based on the Los Angeles-Long Beach, CA Metro area Fair Market Rental rates as determined by the U.S. Department of Housing and Urban Development.

### **Administration and Overhead**

#### **Project Management Rate**

A 15% project management rate will be applied to all direct costs to cover general project management expenses. Applying a percentage rather than including fixed fees ensures equitable payment for programs and projects of various sizes.

#### **Indirect Cost Rate**

A 15% indirect cost rate will be applied to all direct costs to cover general operational and administrative expenses.

#### **Basis for Rate**

The Indirect Cost rate is based on the Code of Federal Regulations Uniform Guidance which allows government contractors to claim a 15% de minimus rate for all indirect costs.

**EXHIBIT D**  
**LIST OF ATTACHMENTS**

- A. Sample Service Agreement
- B. Sample Program Plan
- C. Sample Special Project Agreement
- D. Sample Subcontractor Authorization Form

LA COUNTY  
**artsed**  
COLLECTIVE



**ATTACHMENT A**  
**Creative Wellbeing**  
**Service Agreement Number:**  
**(Sample)**

Service Agreement Budget			
Program Services and Supplies			
Description	Rate	Estimated # of Hours	Amount
Planning Services	\$ 120.00		
Teaching Artist Instruction	\$175.00		
Reimbursable Expenses (all reimbursements must be pre-authorized by County Program Manager)			
<b>Services and Supplies sub-total</b>			
<b>Notes:</b>			
Administrative Fees			
Description	Rate	Amount	
Project Management	15% of Services and Supplies		
Indirect Costs	15% of Services and Supplies		
<b>Fees sub-total</b>			

Summary	
Direct Services/Supplies	
Fees	
<b>Subtotal</b>	
Contingency Budget	
<b>Total Budget</b>	

<b>Maximum Allowable Spending via this Service Agreement</b>	
--	--

**Notice to Proceed**

Service Agreements are extensions of the Contract Scope of Work and are subject to all Contract provisions. Services shall not commence on this Project until all parties, including the Contractor, Arts and Culture, and Partner Organization have signed this agreement.

\_\_\_\_\_  
Contract Project Manager      Date      Phone      Email  
NAME (Pronouns)

\_\_\_\_\_  
Partner Organization Lead      Date      Phone      Email  
NAME (Pronouns)

\_\_\_\_\_  
County Program Manager      Date      Phone      Email  
Elisabeth Nails (She/Her)

**ATTACHMENT B**  
**Creative Wellbeing**  
**Program Plan**  
(Sample)

**Contract #: RT\_00XXXX**

**Service Period:**

**Service Agreement #:**

**Program Plan #:**

<b>Contractor</b>	<b>Partner Organization</b>
<b>Contract Project Manager</b>	<b>Partner Lead</b>

	Complete per Program Participant Group
<b>Program Participant Group Name</b>	
Partner Site	
Arts Partner	
Participant Type? Youth (age range)/ Adults/ Families	
Description of Participants and Needs	
Anticipated # of Unique Participants	
Anticipated Attendance (Participants x Sessions)	
Cohort or Drop-In?	
Service Description: include the program components, and target participant outcomes	
Art Form/s	
Planning Meeting Dates	
Frequency of Sessions? Biweekly, weekly, monthly	
Start Date	
End Date	
Anticipated # of Sessions	
Schedule: Day/s of Week	
Start Time and End Time	
Location of Services: address, room	
Additional Materials or Convening Needs*	
Plan for Implementing the Survey	
Photo/Video Documentation Plan	
Instructional Personnel	
Instructional Personnel phone/email	
Background Check Process/Confirmation	
Site Point-of-Contact/s	
Site Point-of-Contact/s phone/email	
Estimated Hours of Planning Services	
Estimated Hours of Teaching Artist Instruction	

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

\*

A detailed breakdown of anticipated reimbursable expenses must be attached.

**Contract Project Manager:**

<b>Special Project Name:</b>			
<b>Project Overview</b>			
<b>Desired Outcomes</b>			
<b>Service Plan</b>			
<b>Locations</b>			
<b>Start Date</b>			
<b>End Date</b>			
<b>Projected # of Youth</b>		<b>Projected # of Adults</b>	

Personnel, Roles, Qualifications

Special Project Service Agreement Budget	
Project Services and Supplies	
Description	Amount
Services and Supplies Sub-Total	
Project Reimbursables	
(Project materials are reimbursed when submitted with proof of expenditures. )	
Description	Amount
Reimbursables Sub-Total	
Notes:	

**ATTACHMENT C**  
**Creative Wellbeing**  
**Special Project Service Agreement #:**  
**(Sample)**

Administrative Fees		
Description	Rate	Amount
Project Management	15% of Services and Supplies	
Indirect Costs	15% of Services and Supplies	
Fees sub-total		
Maximum Allowable Spending via this Service Agreement		

**Notice to Proceed**

Service Agreements are extensions of the Contract Scope of Work and are subject to all Contract provisions. Services shall not commence on this Project until all parties, including the Contractor and Arts and Culture, have signed this agreement.

\_\_\_\_\_  
Contract Project Manager      Date      Phone      Email  
NAME (Pronouns)

\_\_\_\_\_  
County Program Manager      Date      Phone      Email  
Elisabeth Nails (She/Her)



**ATTACHMENT D**  
**Creative Wellbeing**  
**Subcontractor Authorization Form**  
**(Sample)**



**Contractor:**

**Contract Number:**

**Subcontractor Information**

**Name:**

**Address:**

**Primary Contact Name:**

**Primary Contact Email:**

**Types of services contractors will provide (check all that apply):**

- ☐ Services for Youth
- ☐ Services for Adults
- ☐ Special Project Services

**Description of services that will be provided:**

**ATTESTATION OF COMPLIANCE - STANDARD TERMS AND CONDITIONS**

The contractor and proposed subcontractor attest that they have read and understand Exhibit A, Standard Terms and Conditions associated with this contract and certify their compliance with all provisions, programs, policies, and ordinances specified in the exhibit.

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

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

Subcontractor: \_\_\_\_\_

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

Approved by: \_\_\_\_\_

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

The proposed subcontractor's certificate of insurance must be attached  
as proof that Contract Insurance Requirements have been met.

## **REQUIRED FORMS - FORM 1**

### **MINIMUM QUALIFICATIONS**

Vendor acknowledges and certifies that firm meets and will comply with the Vendor's Minimum Qualifications as stated in Section 3, of this Request for Proposer as listed below.

Check the appropriate boxes:

☐

An organization with minimum of five (5) years of experience, within the last eight (8) years, implementing healing-centered arts engagement in support of mental health promotion in County operated sites, community centers, schools/academic institutions, or other similar sites which includes providing professional development to adults ages 27 and above AND with providing healing-centered arts engagement for youth to at least three (3) of the following groups: Birth to Five (0-5), Elementary (6-12), Secondary (13-18), Transitional Aged Youth (TAY) 18-26, and Intergenerational (mixed groups of children, youth, and adults).

☐

Vendor attended the Mandatory Virtual Proposers' Conference identified in Paragraph 4.5 (Mandatory Proposer's Conference). Alternatively, if the Proposer is unavailable, the proposers attest to viewing the recording of the Virtual Proposers' Conference to fulfill this requirement.

☐

Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. Arts and Culture will verify.

**REQUIRED FORMS – FORM 2**  
**DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

**REQUIRED FORMS – FORM 3**  
**PENDING LITIGATION AND JUDGMENTS**

Proposer's Name: [Click or tap here to enter text.](#)

<b>1. PENDING LITIGATION (Check one)</b>	<b>YES</b>	<b>NO</b>
Proposer is currently involved in pending litigation(s)	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. JUDGMENTS AGAINST PROPOSER IN THE PAST FIVE (5) YEARS (Check one)</b>	<b>YES</b>	<b>NO</b>
Proposer had judgments in the past five (5) years.	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is yes, please identify by name, case, and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Additionally, proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

[Click or tap here to enter text.](#)



## **REQUIRED FORMS – FORM 4**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

Check the box that describes the proposer:

- ☐ Individual  
☐ Company

#### **COMPANIES MUST ANSWER ALL QUESTIONS – INDIVIDUALS SKIP TO QUESTION 4**

1. Does your organization have a parent, subsidiary, fiscal sponsor, or related organization, including a related political organization or committee (collectively "Related Organizations")?

- ☐ Yes  
☐ No

If yes, name the organization(s) below:

Name

2. Does your organization (inclusive of any Related Organizations named above) have paid employees that:

- Have appeared or will appear before or communicate with the County to influence the County's decision about this solicitation (do not list individuals whose communications with the County are not for the purpose of influencing decisions about this solicitation),  
OR
- Have authority for the organization to make decisions about contributions.

☐ Yes

☐ No

If yes, list their names and titles below:

Name	Title/Role

3. Does your organization (inclusive of any Related Organizations named above) have paid board members?

☐ Yes.

☐ No.

If yes, list your organization's paid board members:

Name	Title/Role

4. Do you or your organization (inclusive of any Related Organizations named above) pay other individuals such as, but not limited to, consultants, lobbyists, or attorneys, to communicate with County employees or officers on behalf of your organization to influence the County's decision about this solicitation?

☐ Yes

☐ No

If yes, list their names, employer, and title/role:

Name	Name of Employer	Title/Role

**[If Companies answer [Yes] to Questions 1, 2, 3, or 4, Question 5 will apply, Question 5 applies to all Individuals]**

5. Did you, your organization, or any organization or any individual(s) listed above make one or more contributions totaling more than \$500 in the past 12 months to an elected County officer ([County Supervisor](#), Assessor, District Attorney, Sheriff), another elected County officer, or any other County officer or employee?

☐ Yes.

☐ No.

If yes, please provide information for each instance, including the date.

Date contribution was made	Name of Contributor	Name of Officer that received contribution	Amount of Contribution

6. In the past 12 months, has your organization (inclusive of any Related Organizations named above) asked or directed your employees or agents to make a contribution to a County Supervisor, another elected County officer, or any other County officer or employee, either through fundraising events, communications, or any other way?

☐ Yes.

☐ No.

If yes, please provide information for each instance, including the date.

Date Contribution was Solicited or Directed	Name of Recipient Officer	Amount of Contribution

**Note:** Supplementary pages may be included to provide any additional required information.

## ATTESTATIONS

[ ] By checking this box you attest that you made a reasonably diligent investigation regarding the individual or organization/ agency that is seeking a contract with Los Angeles County, and that the responses to the questions in this Contribution and Agent Contribution Declaration Form are true and correct to the best of your knowledge and belief.

## IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

[ ] By checking this box, you also agree that, if you or your organization/ agency hires an agent during the course of these proceedings and has compensated or will compensate them for communicating with the County about this solicitation, you or your organization/ agency will inform the County of the identity of the agent and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer, or any other County officer or employee by you or your organization's/agency's paid agents who have communicated or will communicate with the County about this solicitation after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the proposed contract.

*This material is intended for use by respondents to the Request for Proposal issued by the County of Los Angeles through the Department of Arts and Culture and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you and your organization/agency, you should call your lawyer or contact the Fair Political Practices Commission for further guidance at 1-866-ASK-FPPC (1-866-275-3772) or advice@fppc.ca.gov.*

## **REQUIRED FORMS – FORM 5**

### **ATTESTATION OF COMPLIANCE STANDARD TERMS AND CONDITIONS**

The proposer attests that they have read and understand Exhibit A, Standard Terms and Conditions included in this solicitation and acknowledges that if awarded a contract through this solicitation, the proposer will need to certify compliance with all provisions, programs, policies, and ordinances specified in the exhibit.

Name \_\_\_\_\_ Date \_\_\_\_\_

### **DECLARATION**

I declare under penalty of perjury under the laws of the State of California that information submitted in this proposal is true and correct.

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

***Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

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

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

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

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

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

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

***For County use only***

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

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