



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

DAVID E. JANSSEN  
Chief Executive Officer

July 3, 2007

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE FORM CONTRACTS FOR THE PROVISION OF KINSHIP  
EDUCATION, PREPARATION, AND SUPPORT (KEPS) TRAINING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve use of form contracts in substantially similar form to Attachment I for the provision of Kinship Education, Preparation, and Support (KEPS) training services with Crystal Stairs, Inc. and Hamburger Home, Inc. in the amounts indicated on Attachment II.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or her designee, to execute one contract for each of the four regions of the County with Crystal Stairs, Inc., providing services in the north, west and south regions, and Hamburger Home, Inc., providing services in the east region. The term of the contracts will be July 3, 2007, or date of execution, whichever is later, through June 30, 2008, with two optional one year periods. The maximum annual contract sums for the north, east, west, and south region contracts are: \$196,852, \$332,187, \$393,704, and \$307,580, respectively, for a total cost of \$1,230,323 annually. The total cost of the contracts, if all extension options are exercised, will be \$3,690,969. The \$1,230,323 cost of the contracts in FY 2007-08 will be financed using approximately 75 percent (\$922,742) federal revenue and 25 percent (\$307,581) net County cost (NCC). Sufficient funding is included in the FY 2007-08 Proposed County Budget.
3. Delegate authority to the Director of DCFS, or her designee, to exercise the extension options by written notification to the contractor after obtaining Chief Executive Officer (CEO) approval.

4. Instruct the Director of DCFS, or her designee, to notify your Board and the CEO in writing within ten (10) working days of executing the KEPS contracts and any extension options exercised.
5. Delegate authority to the Director of DCFS, or her designee, to execute contract amendments to increase or decrease the maximum contract sum in the following circumstances: (a) When a contractor fails to maintain 40 percent of the minimum number of KEPS participants by the 7<sup>th</sup> month of each contract year required in the contract, the contractor's funds may be reduced; (b) When a contractor meets its performance levels, and funds are reallocated from other contractors; the contractor's funds may be increased; or (c) When a contractor's minimum number of KEPS participants must be adjusted to more accurately reflect the level of service for a particular Service Planning Area (SPA) based on data prior to the option to renew, the contractor's funds may be increased or decreased for the following contract year; or (d) When a contractor needs to accommodate changes in the number of units of service; provided that: (i) State approval is obtained for amendments greater than 10 percent; (ii) sufficient funding is available; (iii) County Counsel and CEO approval is obtained prior to executing such an amendment, and; (iv) the Director of DCFS notifies your Board and the CEO in writing within ten working days after execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The KEPS training contract expired on June 30, 2007. The recommended actions will enable the Department to provide KEPS training.

The KEPS training program is specifically designed for relative and non-relative extended family member care providers (Kinship Care Providers) to enhance their ability to provide ongoing care for children in their home. The KEPS program trains, prepares and offers support to participants in their role as Kinship Care Providers and provides education concerning available resources and services to address the needs of children under their care.

Without approval of the recommended actions, KEPS training services will not be available to Kinship Care Providers throughout the County of Los Angeles; thus, possibly increasing the development of care provider problems, deficiencies, and stress.

The recommended agencies will provide services in the four (4) regions each of which encompasses two SPAs, based on the needs of the County. The recommended agencies and service areas are as follows:

<b>REGION</b>	<b>SERVICE PLANNING AREAS (SPAs)</b>	<b>AGENCY</b>	<b>MAXIMUM ANNUAL FUNDING ALLOCATION</b>
North	1 and 2	Crystal Stairs, Inc.	\$196,852
East	3 and 4	Hamburger Home, Inc.	\$332,187
West	5 and 6	Crystal Stairs, Inc.	\$393,704
South	7 and 8	Crystal Stairs, Inc.	\$307,580

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5 - Children and Families Well-Being. The recommended actions will ensure Kinship Care Providers are given the opportunity to obtain training and support to provide a high level of care for children under their care and supervision, thereby resulting in their safety and social well-being.

**FISCAL IMPACT/FINANCING**

The maximum annual contract sums for the north, east, west, and south region contracts are: \$196,852, \$332,187, \$393,704, and \$307,580, respectively, for a total cost of \$1,230,323 annually. The total cost of the contracts, if all extension options are exercised, will be \$3,690,969. The \$1,230,323 cost of the contracts in FY 2007-08 will be financed using approximately 75 percent (\$922,742) federal revenue and 25 percent (\$307,581) net County cost (NCC). Sufficient funding is included in the FY 2007-08 Proposed County Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DCFS has the responsibility to recruit and train Kinship Care Providers. KEPS training is to enhance the ability of Kinship Care Providers to provide ongoing care for children in their home. The KEPS program trains, prepares, and offers support to participants in their role as Kinship Care Providers and provides education concerning available resources and services to address the needs of the children under their care. Classes are offered in English and Spanish throughout the eight (8) SPAs. Other languages will be accommodated upon request.

The contractors must maintain 40 percent of the minimum required number of KEPS participants for each SPA for each contract year.

The minimum required number of KEPS participants per SPA is: SPA 1 - 73; SPA 2 - 94; SPA 3 -147; SPA 4 - 136; SPA 5 - 75; SPA 6 - 262; SPA 7 - 115; AND SPA 8-147. If the contractors fail to maintain 40 percent of the minimum required number of KEPS participants in each of their SPAs in their awarded Region, in the seventh month of the contract, a contractor's funds may be reduced and reallocated to other regions that are meeting their performance levels.

These contracts expressly provide that the County has no obligation to pay for expenditures beyond the maximum contract sum. Further, the contractors will not be asked to perform services that exceed the contract amount, scope of work, or contract terms.

These contracts comply with all Board and CEO requirements. County Counsel and the CEO have reviewed this Board letter. The contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

The Department utilized a Request for Proposals (RFP) solicitation process to seek agencies and organizations to provide services in four regions that encompass two SPAs each: north (SPAs 1 and 2), east (SPAs 3 and 4), west (SPAs 5 and 6), and south (SPAs 7 and 8). Prospective Proposers interested in providing KEPS services were required to submit separate proposals for each region that they were interested in contracting. DCFS sent approximately 135 letters to service providers and advertised the solicitation in the Los Angeles Times, HOY, Compton Bulletin, and Chinese Daily News.

The solicitation was also advertised on the County of Los Angeles Internal Services Department web-site (Attachment III), and the Department of Children and Family Services web-site. As a result, five potential providers requested hard copies of the RFP; nine potential providers attended the Proposers' Conference. Nine proposals were received; two proposals each for the east, west, and south regions, and three proposals for the north region.

Crystal Stairs, Inc. and Hamburger Home, Inc. are being recommended for the contract awards because their proposals scored the highest.

A complaint was received outside the County's Protest Policy from an agency which did not submit a proposal. The agency's concern was directed towards the program's funding allocation and implementation. DCFS responded to their inquiry.

**IMPACT ON CURRENT SERVICES**

These training services benefit foster children by increasing the pool of qualified Kinship Care Providers to care for them.

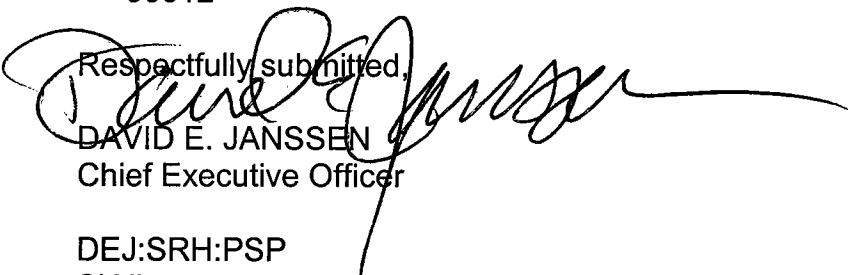
Lack of KEPS training has been identified as a causative factor in the development of care provider problems, deficiencies, and stress. Without approval of the recommended actions, KEPS training services will not continue to be available to Kinship Care providers throughout the County of Los Angeles; thus, decreasing Kinship Care Providers' ability to provide enhanced on-going care for children in their home.

**CONCLUSION**

Upon approval of this request, instruct the Executive Officer/Clerk of the board to send an adopted stamped copy of this Board Letter and attachments to:

1. Department of Children and Family Services, Attention: Walter Chan, Manager, Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, California 90020
2. Office of the County Counsel, Attention: Diane Cachenaout, 648 Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 602, Los Angeles, California 90012

Respectfully submitted,



DAVID E. JANSSEN  
Chief Executive Officer

DEJ:SRH:PSP  
SK:lbm

Attachments (3)

c: County Counsel  
Auditor-Controller

**KINSHIP EDUCATION, PREPARATION, AND SUPPORT (KEPS)**

**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**CONTRACTOR**

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

**JULY 2007**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
KINSHIP EDUCATION, PREPARATION, AND SUPPORT (KEPS)  
CONTRACT**

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**EXHIBITS (TO BE INCLUDED IN FINAL CONTRACT)**

**EXHIBIT A: STATEMENT OF WORK**

EXHIBIT A-1 Performance Measure Summary

EXHIBIT A-2 Service Planning Area Map and Zip Code List with Service Planning Area

EXHIBIT A-3 Sample Monthly Activity Report

EXHIBIT A-4 Quality of Life Standards for Children in Out of Home Care  
EXHIBIT A-5 KEPS Training Curriculum Learning Objectives  
EXHIBIT A-6 Pricing Schedule  
EXHIBIT A-7 Line Item Budget  
EXHIBIT A-8 Budget Narrative  
EXHIBIT A-9 Service Delivery Sites

**EXHIBIT B: ATTACHMENTS**

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification (Form 7)
Attachment B	Community Business Enterprise Form (CBE) (Form 8)
Attachment C	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement (Form 24)
Attachment C-1	CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement
Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	CONTRACTOR's Administration (Form 1B)
Attachment I	COUNTY's Administration
Attachment J	Charitable Contributions Certification (Form 24)
Attachment K	User Complaint Report (UCR)
Attachment L	CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment M	County of Los Angeles Policy on Doing Business with Small Business
Attachment N	Determination of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment Ordinance
Attachment O	Listing of Contractors Debarred in Los Angeles County

Contract Number: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
KINSHIP EDUCATION, PREPARATION, AND SUPPORT (KEPS) TRAINING  
SERVICES**

KINSHIP EDUCATION, PREPARATION, AND SUPPORT (KEPS) TRAINING SERVICES (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

(Click Here - Enter Name of  
CONTRACTOR)  
hereinafter referred to as  
"CONTRACTOR".

**RECITALS**

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

WHEREAS, the COUNTY desires to provide Kinship Education, Preparation, and Support (KEPS) Training Services; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are of an extraordinary, professional nature; and

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

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

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

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 6.0, "Change Notices and Amendments" and signed by both parties.
- 1.2 Attachments A, B, C, C-1, D, E, F, G, H, I, J, K, L, M, N, and O set forth below, are attached to and incorporated by reference into this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
Attachment C-1	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
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- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
- 1.6 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Part F, Statement of Work.
- 1.7 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Part F, Statement of Work.
- 1.8 “CONTRACTOR Instructor” – means the CONTRACTOR or designee’s participation as a co-trainer in Kinship Education, Preparation and Support (KEPS) training sessions.
- 1.9 “CONTRACTOR Program Director” – means the CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 1.10 “COUNTY” – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 1.11 “COUNTY’s Program Manager” (CPM) – means COUNTY representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 1.12 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 1.13 “DCFS” - means COUNTY’s Department of Children and Family Services
- 1.14 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 1.15 “Fiscal Year(s)” - means the twelve (12) month period beginning July 3<sup>rd</sup> and ending the following June 30<sup>th</sup>.

- 1.16 “KEPS Participant” – means an individual who has completed an informational orientation as well as enrolled and attended the first module of the KEPS training series.
- 1.17 “Module” – means a 3-hour session in the KEPS training series. The KEPS training series consists of twelve 3-hour sessions for a total of thirty-six hours of training.
- 1.18 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit F, Statement of Work.
- 1.19 “Relative Kinship Care Provider” – means person currently providing care to a family member.
- 1.20 “Series” – means twelve (12) three-hour KEPS modules designed to provide Relative and Non-Relative Extended Family Member care providers (Kinship Care Providers) training to enhance their ability to provide ongoing care for children placed in their home.
- 1.21 “Subcontract” - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 1.22 “Social Worker” – means staff with a minimum of a Bachelor’s degree in Social Work.

## **2.0 PARTIES TO THE CONTRACT**

The parties to this Contract are the County of Los Angeles, hereinafter referred to as “COUNTY” and XXXXXX, hereinafter referred to as “CONTRACTOR.”

## **3.0 TERM AND TERMINATION**

- 3.1 The term of this Contract shall commence on July 3, 2007 or date of execution, whichever is later and shall continue through June 30, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to CONTRACTOR, provided that approval of County’s Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.

#### **4.0 CONTRACT SUM**

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Part F, Statement of Work, and at the rate of compensation set forth in Section 4.5 below.
- 4.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 4.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.
- 4.4 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 The total amount payable under this Contract is \$XXXX, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the Contract years shall not exceed \$XXXX, hereinafter referred to as "Maximum Annual Contract Sum".
- 4.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items



shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Form 11A, Line Item Budget, with an accompanying Form 11B, Budget Narrative. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 6.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

4.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.8 Reallocation of Funds

CONTRACTOR must maintain 40% of the minimum number of KEPS participants proposed for each of the Service Planning Areas (SPAs) as stated in the Contract for each Contract year from July 3<sup>rd</sup> through June 30<sup>th</sup>. COUNTY will assess CONTRACTOR in the 7<sup>th</sup> month of each Contract year to determine CONTRACTOR's performance. If CONTRACTOR fails to maintain 40% of the minimum number of KEPS participants listed in Exhibit A at the beginning of January, CONTRACTOR funds may be reduced and reallocated to other CONTRACTORS who are meeting performance levels. The COUNTY, at its discretion, may reduce the CONTRACTOR's total maximum Contract amount for the following contract year to more accurately reflect the CONTRACTOR's level of service.

## **5.0 INSURANCE REQUIREMENTS**

5.1 General Insurance Requirements

5.1.1 Without limiting CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

5.1.2 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Jose Angel Rodriguez  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

- 5.1.3 Such certificates or other evidence shall:
  - 5.1.3.1. Specifically identify this Contract;
  - 5.1.3.2. Clearly evidence all coverage required in this Contract;
  - 5.1.3.3. Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 5.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and
- 5.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.6 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 5.1.7 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such

required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

5.1.8 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

5.1.8.1. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing to the Program Manager within 24 hours of occurrence.

5.1.8.2. Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

5.1.8.3. Any injury to a CONTRACTOR that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

5.1.8.4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

5.1.9 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 5.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- 5.2.3 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## **6.0 INVOICES AND PAYMENTS**

- 6.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Part F, Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payments shall be due to the CONTRACTOR for that work.
- 6.2 CONTRACTOR's invoices shall contain the information set forth in Part F, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) Days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) Days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) Days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) Days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

6.4 All invoices under this Contract shall be submitted in duplicate to the following address:

6.4.1 CONTRACTOR shall send original invoices to:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Michael Gray, Program Manager  
9834 Norwalk Blvd.  
Santa Fe Springs, CA 90670

6.4.2 And a duplicate copy of the invoices to:

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

6.5 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

6.6 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-11. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

6.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

6.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

6.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving

notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 6.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

## **7.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment H, CONTRACTOR's Administration and Attachment I, COUNTY's Administration. Addresses may be changed by either party upon giving ten (10) days' prior written notice thereof to the other party. The Directory shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

## **8.0 CONFIDENTIALITY REQUIREMENTS**

- 8.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the Placed Child's confidentiality.

- 8.1.1 If CONTRACTOR qualifies as a member of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), CONTRACTOR may access and disclose information regarding children accordingly.
- 8.1.2 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality.
- 8.1.3 To the extent that CONTRACTOR is a “covered entity” under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR may release “protected health information,” as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.

Department of Children and Family Services - Contracts Administration  
**PART II: STANDARD TERMS AND CONDITIONS**



County of Los Angeles - Department of Children and Family Services  
**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

**1.1 CONTRACTOR**

1.1.1 CONTRACTOR is designated Attachment H (Form 1A), CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR.

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

**1.2 Approval of CONTRACTOR's Staff**

1.2.1 COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff.

**1.3 Background and Security Investigations**

1.3.1 At any time prior to or during term of this Contract, the COUNTY may require that CONTRACTOR performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR passes or fails the background clearance investigation.

1.3.2 COUNTY may immediately deny or terminate facility access to any CONTRACTOR who does not pass such investigation(s) to the satisfaction of the COUNTY and/or whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

## 1.4 Confidentiality

- 1.4.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 1.4.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 1.4.3 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 1.4.4 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 1.4.5 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## 2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

## 2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- 2.2.1 ensuring that the objectives of this Contract are met;
- 2.2.2 making changes in the terms and conditions of this Contract in accordance with Part II, Section 6.0, Changes and Amendments;
- 2.2.3 meeting with CONTRACTOR on a regular basis; and
- 2.2.4 inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- 2.2.5 The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## 2.3 COUNTY's Program Monitor

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

## **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

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

## **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY. Any unapproved assignment or delegation shall be null and void. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.
- 4.2 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through

assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.

## **5.0 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 shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **6.0 CHANGE NOTICES AND AMENDMENTS**

- 6.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.
- 6.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the CONTRACTOR and by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 6.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.
- 6.4 The Director of DCFS or the County's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, section 3.2, Term and Termination, of this Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To

implement an extension of time, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.

## **7.0 CHILD ABUSE PREVENTION REPORTING**

7.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

7.1.1 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code.

## **8.0 CHILD SUPPORT COMPLIANCE PROGRAM**

8.1 CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program

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

8.1.2 As required by 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 with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall maintain all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.1, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without

limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Part II, Section 49.0 Termination for CONTRACTOR's Default.

## **9.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Attachment B (Form 8).

## **10.0 COMPLAINTS**

- 10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 10.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
  - 10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
  - 10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
  - 10.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.
- 10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 10.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three (3) business Days of mailing to the complainant.

## **11.0 COMPLIANCE WITH APPLICABLE LAWS**

- 11.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 11.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 11.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 11.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR of any such laws, rules, regulations, ordinances, or directives.

## **12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

## **13.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

### **13.1 Jury Service Program:**

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

### **13.2 Written Employee Jury Service Policy**

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

13.2.2 For purposes of this sub-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 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means 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 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

13.2.3 If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the 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 CONTRACTOR continues to qualify for an exception to the Program.

13.2.4 CONTRACTOR's violation of this sub-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.

#### **14.0 CONDUCT OF PROGRAM**

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

## **15.0 CONFLICT OF INTEREST**

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

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

- 16.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.
- 16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to

qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

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

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

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

## **19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

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

19.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 19.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five 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.
- 19.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is

presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Attachment J (Form 24) 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).

## **21.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Attachment L in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Attachment L, CONTRACTOR's Obligations Under HIPAA.

## **22.0 CONTRACTOR'S WORK**

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Part F, Statement of Work.
- 22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

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

## **24.0 EMPLOYEE BENEFITS AND TAXES**

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

24.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

## **25.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

## **26.0 EVENTS OF DEFAULT**

### **26.1 Default for Non-Performance**

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

26.1.1 CONTRACTOR has made a misrepresentation of any required element in the proposal submitted in response to the Request for Proposals, if any; or

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

### **26.2 Default for Insolvency**

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

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

26.2.2 The filing of a voluntary petition in bankruptcy;

26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

### **26.3 Other Events of Default**

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## **27.0 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including,

but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

## **28.0 FIXED ASSETS**

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

## **29.0 FORMER FOSTER YOUTH CONSIDERATION**

29.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 16.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

- 29.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 29.3 CONTRACTOR is exempt from the provisions of this Section 29.0 if it is a governmental entity.



### **30.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

### **31.0 INDEMNIFICATION**

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

### **32.0 INDEPENDENT CONTRACTOR STATUS**

32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

### **33.0 LIQUIDATED DAMAGES**

33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

33.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

33.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Part F, Statement of Work, Exhibit 1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

33.2.3 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.

33.2.4 The action noted in Section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.2.5 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

#### **34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

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

#### **35.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county,

municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

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

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Attachment A (Form 15), CONTRACTOR's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its 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.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which

COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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

### **37.0 NON EXCLUSIVITY**

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

### **38.0 NOTICE OF DELAYS**

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

### **39.0 NOTICE OF DISPUTE**

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

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

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

## **41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

## **42.0 PROPRIETARY RIGHTS**

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

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

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

42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.3. COUNTY agrees not to reproduce or distribute such

materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 42.4 for:

42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.3;

42.5.2 Any materials, data and information covered under Section 42.2; and

42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

42.8 The provisions of Sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

### **43.0 PUBLIC RECORDS ACT**

43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 45.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 43.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked “trade secret”, “confidential”, or “proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

#### **44.0 PUBLICITY**

- 44.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR’s need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

44.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County’s Project Director. The COUNTY shall not unreasonably withhold written consent.

- 44.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

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

- 45.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

- 45.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and

the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 45.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 45.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 45.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be



paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

#### **46.0 RECYCLED-CONTENT PAPER**

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

#### **47.0 SAFELY SURRENDERED BABY LAW**

##### **47.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTOR to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

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

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

#### **48.0 SUBCONTRACTING**

48.1 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.

48.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

48.2.1 A description of the work to be performed by the Subcontractor.

48.2.2 A draft copy of the proposed subcontract; and

- 48.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 48.3 CONTRACTOR shall indemnify and hold 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 CONTRACTOR employees.
- 48.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR'S proposed subcontract.
- 48.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 48.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 48.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 48.7.1 An executed Attachment C, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 48.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.2, Insurance Coverage Requirements, of this Contract, and
- 48.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 48.8 CONTRACTOR SHALL PROVIDE Program Manager with copies of all executed subcontracts after Program Manager's approval.

- 48.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 48.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary to this Contract.
- 48.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

#### **49.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

- 49.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
- 49.1.1 CONTRACTOR has materially breached this Contract;
- 49.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 49.1.3 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.
- 49.2 In the event COUNTY terminates this Contract in whole or in part as provided Section 49.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 49.0.

- 49.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section 49.2 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.
- 49.4 If, after the COUNTY has given notice of termination under the provisions of this Section 49.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 49.0 or that the default was excusable under the provisions of Section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 50.0, Termination for Convenience.
- 49.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Section 49.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Section 49.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 49.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 31.0, Indemnification.

49.6 The rights and remedies of the COUNTY provided in this Section 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **50.0 TERMINATION FOR CONVENIENCE**

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

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

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

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

50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 45.0, Record Retention and Inspection/Audit Settlement.

## **51.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

51.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the

supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

## **52.0 TERMINATION FOR INSOLVENCY**

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

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

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

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

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

- 52.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

#### **55.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

#### **56.0 VALIDITY**

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

#### **57.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **58.0 WARRANTY AGAINST CONTINGENT FEES**

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

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

#### **59.0 CONTRACTOR'S STAFF IDENTIFICATION**

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

#### **60.0 AUTHORIZATION WARRANTY**

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

#### **61.0 CRIMINAL CLEARANCES**

61.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

61.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

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



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By:

\_\_\_\_\_  
Patricia S. Ploehn, LCSW, Director  
Department of Children and Family Services

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY           APPROVED AS TO FORM            
Kathy Bramwell, Senior Deputy County Counsel

**STATEMENT OF WORK**

**KINSHIP EDUCATION, PREPARATION, AND SUPPORT (KEPS) TRAINING  
SERVICES**

## STATEMENT OF WORK

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## 1.0 PREAMBLE

For over a decade, COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

COUNTY'S Vision is to improve the quality of life in COUNTYTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-do Attitude
- Respect for Diversity

These shared values are encompassed in COUNTY'S Mission to enrich lives through effective and caring service and COUNTY'S Strategic Plan's eight goals: 1). Service Excellence; 2). Workforce Excellence; 3).Organizational Effectiveness; 4). Fiscal Responsibility; 5). Children and Families Well-Being; 6). Community Services; 7). Health and Mental Health; 8). Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY'S departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in COUNTY are delineated in the following five (5) outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health
- Economic Well-Being
- Safety and Survival
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy- in isolation-can achieve COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating COUNTY'S

## EXHIBIT A

health and human services system is necessary to significantly move toward achieving these outcomes. COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational and social services system.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no “wrong door” wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both countywide population and specific population groups.
- The COUNTY service systems acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making a system more strength-based, family focused, culturally competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan. Staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve COUNTY human services system for children and families should ultimately be judged by whether it helps to achieve COUNTY’S five (5) outcomes for children and families: Good health, economic well-being, safety and survival, emotional and social well-being, and educational and workforce readiness.

COUNTY, its clients, contracting partners, and community will continue to work together to develop ways to make COUNTY service more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: Making an effort to become more consumer/client focused: valuing community partnerships and collaborations: emphasizing values and integrity: using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

COUNTY'S health and human service departments and their partners are working together to achieve the following **Customer Service and Satisfaction Standards** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team-staff and volunteers-will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to culturally and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality service that support improved outcomes for children and families. COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## 2.0 INTRODUCTION

- 2.1 The Department of Children and Family Services (DCFS) has identified the lack of required Kinship Orientation, and Kinship Education, Preparation, and Support (KEPS) training, as particularly identified in the KEPS training curriculum (Exhibit A-5), as a major causative factor for the development of care provider problems, deficiencies, and stress; and as a result, has determined that all relative care providers will be required to complete Kinship Orientation, and KEPS training.
- 2.2 The KEPS training program is specifically designed for Relative and Non-Relative Extended Family Member care providers (Kinship Care Providers) to enhance their ability to provide ongoing care for children placed in their home. The KEPS training program consists of 12, three-hour training modules. The KEPS training program is designed for Kinship Care Providers who have completed a Kinship Orientation class, offered through participating community colleges. The KEPS program trains, prepares, and offers support to participants in their role as Kinship Care Providers and provides education concerning available resources and services to address the needs of children under the care and supervision of the Department of Children and Family Services (DCFS).
- 2.3 This program, as a prevention strategy, will aid the department in accomplishing the three key goals:
  - **Improved Permanence** – Shortening the timelines for permanency for children removed from their families with a particular emphasis on reunification, kinship and adoption. This also includes reductions in the emancipation population.
  - **Improved Safety** – Significantly reducing the recurrence rate of abuse or neglect for children investigated and reduce the rate of abuse in foster care.
  - **Reduced Reliance on Detention** – Reduce reliance on removing children from their homes through expansion of alternative community-based strategies to help families.

### 3.0 DEFINITIONS

Definitions are located in Part F: Sample Contract, Section 1.0, Applicable Documents and Defined Terms.

### 4.0 PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 The COUNTY shall provide a Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CPD.
- 4.2 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this Contract.
- 4.3 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 4.5 COUNTY'S Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified in Attachment J.
- 4.6 CONTRACTOR shall designate a Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The CONTRACTOR'S Program Director is identified in Attachment I.
- 4.7 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.8 CONTRACTOR shall maintain regular contact, no less than once a month, with the COUNTY Program Manager or designee to discuss and resolve issues, if any, pertaining to the program.
- 4.9 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY'S Program Manager or designee and the CONTRACTOR'S Program Director, authorized representative(s) or their designated alternates.



**5.0 COUNTY'S GENERAL RESPONSIBILITIES**

- 5.1 The COUNTY'S Program Manager has full authority to monitor and evaluate the CONTRACTOR'S performance under this Contract.
- 5.2 The COUNTY'S Program Manager or designee may make unannounced site visits to determine adherence to the KEPS curriculum and appropriateness of trainers; query participants by mail or telephone for progress reports; or request written reports on specific KEPS issues.
- 5.3 Random site visits will take place at a minimum on a quarterly basis. Time and site are determined at the discretion of the COUNTY Program Manager.
- 5.4 COUNTY may assign a DCFS Children's Social Worker (CSW) certified in the KEPS curriculum to participate as one of the three KEPS co-trainers for each training team.
- 5.5 The COUNTY Program Manager shall offer technical assistance and/or guidance to the CONTRACTOR in areas relating to COUNTY policy, information requirements and procedural requirements in the performance of this Agreement.
- 5.6 COUNTY shall notify CONTRACTOR in writing of scheduled recruitment activities that require the presentation of KEPS training information. Such activities shall include, but are not limited to, targeted recruitment events and designated community events countywide.
- 5.7 The COUNTY Program Manager shall review and approve each fiscal year training schedule calendar (detailed in SOW, Section 8.7) provided by the CONTRACTOR.
- 5.8 The COUNTY Program Manager is not authorized to make any changes in the terms and conditions of any Agreement and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the Contract.

**6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 6.1 CONTRACTOR'S Personnel
  - 6.1.1 CONTRACTOR'S personnel shall be qualified professional staff with the background, experience and expertise to provide the services required.
    - 6.1.1.1 CONTRACTOR Instructors, other than the experienced resource and/or adoptive parent care providers, shall meet the following minimum requirements:

Bachelor Degree in social work

6.1.1.2 CONTRACTOR shall employ an experienced foster and/or adoptive parent caregiver for each training team. CONTRACTOR shall ensure that the experienced foster and/or adoptive parent caregiver in the position of trainer has one year of verifiable experience demonstrating the competent ability to instruct, teach, and train adults.

6.1.1.3 COUNTY Program Manager must approve CONTRACTOR Instructors and Resource Parent Trainers prior to the Instructors and Trainers co-leading KEPS groups.

6.1.2 CONTRACTOR **shall not** employ DCFS staff as CONTRACTOR Instructors.

6.1.3 CONTRACTOR shall maximize enrollment by participating in COUNTY recruitment efforts as identify by the COUNTY Program Manager.

6.1.4 CONTRACTOR shall notify COUNTY Program Manager or designee of its scheduled community recruitment activities at least five (5) business days prior to such event.

## 6.2 KEPS Trainers

6.2.1 COUNTY shall be responsible for training and certifying a Contractor trainer in the KEPS curriculum. CONTRACTOR shall be responsible to for training and certifying other Contractor trainers and instructors. Certified trainers will train CONTRACTOR'S instructors, experienced care providers, and DCFS CSWs assigned to the program on the KEPS curriculum within sixty (60) days after contract start date.

6.2.2 A team of certified KEPS trainers (hereinafter referred to as the "KEPS Training Team") shall consist of one CONTRACTOR instructor, one experienced resource and/or adoptive parent care provider, and may, at COUNTY'S discretion, include a DCFS CSW. The instructor and the experienced foster and/or adoptive parent shall be employees of the CONTRACTOR.

6.2.3 CONTRACTOR shall assign the CONTRACTOR members of the Training Teams to training facilities. The certified KEPS Training Team assigned to a particular facility will provide the training at the site.

6.2.4 COUNTY reserves the right to request termination of services of an experienced caregiver or a CONTRACTOR instructor performing

under this contract if the COUNTY determines the performance of this KEPS trainer to be unacceptable.

**7.0 SCOPE OF WORK**

During the term of this Contract, CONTRACTOR shall provide KEPS training to a minimum and maximum number of Kinship Caregivers for the Contractor's awarded Region, as indicated in Section 7.2 below, each year throughout the term of the Contract. Services shall be provided in accordance with procedures formulated and adopted by CONTRACTOR'S staff, and that are consistent with laws, regulations of, this Statement of Work, and the terms of this Agreement. Services are to be provided in the following basic areas: 1) collaboration with DCFS and participating community colleges, 2) training facilities, 3) number of KEPS participants, 4) KEPS curriculum, 5) KEPS training materials, 6) preparation meetings, 7) KEPS training schedule, 8) language diversity for KEPS training, 9) KEPS recruitment and referrals, and 10) course measures and effectiveness. Specifically, the services to be provided shall include, but are not limited to:

- 7.1 Collaboration with DCFS, Participating Community Colleges, and Community Providers throughout the County of Los Angeles.
- 7.2 CONTRACTOR shall collaborate with DCFS, Participating Community Colleges, and Community Providers to ensure the use of a standardized Kinship Orientation curriculum.
- 7.3 CONTRACTOR shall collaborate with DCFS, participating community colleges, and Community Providers on the coordination of referrals, enrollment, and completion of Kinship Orientation classes.
- 7.4 CONTRACTOR shall collaborate with DCFS on the coordination of referrals, enrollment, and completion of KEPS training participants
- 7.5 Training Facilities
  - 7.5.1 CONTRACTOR shall provide a minimum of one (1) training facility for every three (3) KEPS training series, located within each Service Planning Area within the awarded Region (North, South, East, or West), which encompasses two Service Planning Areas as shown in 7.5.5. A zip code list with Service Planning Areas is detailed in Exhibit A-2. Additional training facilities shall be added contingent upon the evaluation of population need and data for KEPS training modules as determined by the COUNTY Program Manager.

**EXHIBIT A**

- 7.5.2 CONTRACTOR shall provide safe and pleasant training facilities that are easily accessible by public transportation. The training facilities shall accommodate up to twenty (20) adult participants, with tables and chairs arranged in a U-shape or semicircle. In addition, CONTRACTOR shall provide clean and operable restroom facilities as well as safe and convenient parking within reasonable proximity of the classroom for the duration of the training.
- 7.5.3 CONTRACTOR shall schedule and conduct KEPS trainings in local community-based agencies, schools and churches with the knowledge and approval of COUNTY Program Manager.
- 7.5.4 Changes in the training location/environment must be approved in advance by the COUNTY Program Manager.
- 7.5.5 CONTRACTOR shall schedule and conduct KEPS training series as determined by the COUNTY. The minimum number of KEPS training participants that shall be provided are as follows:

Region	Encompasses Service Planning Areas (SPA)	Minimum Number of Participants to be Trained	Maximum Number of Participants to be Trained	Maximum Annual Funding Allocation
North	1	73	81	\$86,123
	2	94	104	\$110,729
East	3	147	161	\$172,245
	4	136	150	\$159,942
West	5	73	81	\$86,123
	6	262	288	\$307,581
South	7	115	127	\$135,335
	8	147	161	\$172,245

- 7.5.6 The maximum number of participants listed above is the number of participants that may be paid from the maximum annual contract sum. Additional participants may be trained, however, it will be considered by COUNTY a gratuitous effort on the part of the CONTRACTOR.
- 7.5.7 Additional training shall be added contingent upon the evaluation of population need and data for KEPS trainings as determined by the COUNTY.

**7.6 Number of KEPS Participants per Module**

7.6.1 During the term of the contract, each KEPS Training Module shall consist of twelve (12) to twenty (20) enrolled participants. Exceptions to the number of participants shall be approved by the COUNTY Program Manager or designee prior to the start of the first module of a training series.

**7.7 KEPS Curriculum**

7.7.1 CONTRACTOR shall utilize the approved KEPS training curriculum detailed in EXHIBIT A-5, KEPS Training Curriculum Learning Objectives, to this SOW and initiate use of the updated curriculum upon its completion and approval. The KEPS training curriculum consists of 36 hours of KEPS training, which includes six hours of Family-to-Family training. Each Kinship Caregiver is required to complete 12, three-hour training modules for a total of 36 hours of KEPS training.

7.7.2 CONTRACTOR shall provide all approved KEPS training modules to each Kinship Caregiver within a four-month period beginning at the start date of the first training module of each KEPS training.

7.7.3 Each KEPS training module shall be conducted by a Team of KEPS Trainers as described in Section 8.0. STAFFING REQUIREMENTS, of this SOW.

7.7.4 CONTRACTOR will initiate and coordinate preparation meetings for KEPS trainers prior to the first training module of each KEPS training to discuss the curriculum and their respective roles throughout the training.

7.7.5 If deemed necessary by DCFS, revisions to the KEPS curriculum will be submitted to Project Manager. In the event a revision is necessary, CONTRACTOR agrees to work in collaboration with DCFS to implement mutually agreed upon revisions, which will not materially change the scope of work.

7.7.6 CONTRACTOR shall develop and implement a policy for missed and make-up KEPS training modules. Participants who missed a KEPS training module(s) must attend the make-up module(s) within 10 months of their original start date. Such policy shall also include, but is not limited to documentation procedures for missed and make-up KEPS training modules, dates, and participants attendance.

**7.8 KEPS Training Materials**

7.8.1 CONTRACTOR shall provide all training materials, manuals and necessary supplies to KEPS training participants.

7.9 Preparation Meetings

7.9.1 CONTRACTOR Instructor shall meet at least once, or more if needed, with each KEPS Training Team for a preparation meeting no less than seven (7) days before the start of KEPS Module One. The KEPS Training Team shall meet prior to the first training module for each KEPS training series to discuss the training curriculum and their respective training roles throughout the training series.

7.10 KEPS Training Schedules

7.10.1 CONTRACTOR shall offer a varied tentative training schedule at multiple locations to accommodate potential resource families. CONTRACTOR shall submit a master schedule for the entire contract term for review and approval by the COUNTY Program Manager at the commencement of the contract term and submit monthly updates by the 30th of each month until the termination of the Contract. This master schedule shall include each site and dates, times and language of the proposed KEPS modules. CONTRACTOR shall offer KEPS training modules during evenings Monday through Friday, and on Saturdays. KEPS training modules may also be required during normal business hours.

7.10.2 CONTRACTOR and COUNTY Program Manager, or designee, shall conduct a mid-year review of the training schedule calendar to make modifications and to ensure that the KEPS training needs of COUNTY are met.

7.10.3 CONTRACTOR shall coordinate the dates, times and locations with each KEPS Training Team prior to submitting the training schedule calendar to the COUNTY Program Manager. The training schedule calendar start dates, days of the week and times of day for each of the training modules shall be staggered to prevent gaps or overlapping of modules.

7.10.4 CONTRACTOR shall submit this training schedule calendar to the COUNTY Program Manager or designee for final approval at least fifteen (15) days prior to the anticipated start date of the first training series. The COUNTY Program Manager or designee shall notify the CONTRACTOR of approval/denial of the training

schedule calendar within ten (10) business days of submission of the calendar by the CONTRACTOR.

**7.11 Language Diversity for KEPS Training**

7.11.1 CONTRACTOR is required to have the ability to provide a minimum of one of the KEPS training modules in Spanish per SPA in the Contractor's awarded Region. CONTRACTOR shall reflect the language of each KEPS training series in the 12-month schedule calendar detailed in Section 4.7. In the event no Spanish modules are needed by the end of the seventh month of the Contract, CONTRACTOR shall contact the Program Manager and provide written justification to waive said requirement. KEPS training modules to be conducted in a language other than English or Spanish may be requested of the CONTRACTOR by COUNTY Program Manager. CONTRACTOR may be required to provide training, including translators and translation of training materials, for other language populations including, but not limited to: Cambodian, Chinese, Korean, Tagalog, Vietnamese, and the hearing impaired. COUNTY will provide CONTRACTOR written notice if training for other language populations is required. Once notified, CONTRACTOR has 30 days to provide such training.

**7.12 KEPS Orientation Recruitment and Referrals**

7.12.1 CONTRACTOR shall recruit and refer Kinship Caregivers identified by DCFS for enrollment into a Kinship Orientation class.

7.12.2 Recruitment shall include, but is not limited to regular mailings of promotional material and telephone contacts with Kinship Caregivers identified by DCFS.

7.12.3 Promotional material shall be developed by CONTRACTOR and approved by Program Manager prior to use.

7.12.4 To the extent possible, referrals shall be made to a participating facility located within the community of the Kinship Caregiver's place of residence.

**7.13 KEPS Training Recruitment and Enrollment**

7.13.1 CONTRACTOR shall recruit and enroll Kinship Caregivers who have completed an approved Kinship Orientation into the KEPS training program.

7.13.2 Recruitment shall include, but is not limited to regular mailings of promotional material and telephone contacts with Kinship Caregivers identified by DCFS, as well as Kinship Caregivers that have completed the Kinship Orientation class.

7.13.3 Promotional material shall be developed by CONTRACTOR and approved by Program Manager prior to use.

7.13.4 CONTRACTOR must request and maintain a copy of the certificate/verification of completion for the Kinship Orientation class from each Kinship Caregiver prior to their enrollment in KEPS training.

7.14 Course Measure of Effectiveness

7.14.1 CONTRACTOR shall administer pre and post questionnaires and exams to KEPS participants to measure course effectiveness regarding the KEPS curriculum.

7.14.2 CONTRACTOR shall administer a KEPS training evaluation provided within the KEPS Curriculum to KEPS participants to measure the effectiveness and the quality of the training series, trainers, training facilities, etc. at the last module of the series. CONTRACTOR shall summarize training evaluations and provide a report to COUNTY Program Manager with the original evaluations attached, as well as the invoice for the completion of the KEPS training series. The training evaluations shall be used by COUNTY and CONTRACTOR to develop strategies for improvements.

7.14.3 Pre and post questionnaires and post training evaluation forms will be provided by DCFS. CONTRACTOR shall forward the completed questionnaires and evaluations to COUNTY'S Program manager as outlined in Section 8.0 below.

7.15 CONTRACTOR shall administer pre and post verbal questionnaires and exams to KEPS participants identified as having difficulties reading and writing to measure course effectiveness regarding the KEPS curriculum.

7.15.1 CONTRACTOR shall administer a verbal KEPS training evaluation provided within the KEPS Curriculum to KEPS participants identified as having difficulties reading and writing to measure the effectiveness and the quality of the training series, trainers, training facilities, etc. at the last module of the series. CONTRACTOR shall summarize training evaluations and provide a report to COUNTY Program Manager with the original evaluations attached, as well as the invoice for the completion of the KEPS training series. The



training evaluations shall be used by COUNTY and CONTRACTOR to develop strategies for improvements.

7.15.2 Pre and post verbal questionnaires and verbal post training evaluation forms will be provided by DCFS. CONTRACTOR shall forward the completed questionnaires and evaluations to COUNTY'S Program manager as outline in Section 8.0, below.

## **8.0 REPORTING REQUIREMENTS**

### **8.1 Monthly Reports:**

CONTRACTOR shall comply with COUNTY'S reporting requirements for written monthly reports. CONTRACTOR'S Project Manager satisfies these reporting requirements through the preparation of complete written monthly reports that are delivered to COUNTY'S Program Manager every month throughout the term of this Agreement and no later than 15 calendar days after the end of each month. These reports shall reflect services for the reporting month and contain the following information as specified on the monthly report form (EXHIBIT A-3); 1) names and locations of the facilities responsible for providing training, 2) names and dates of Kinship Caregivers who enrolled in module one of KEPS training, 3) the number of Kinship Caregivers who attended subsequent modules of KEPS training, 4) the number of Kinship Caregivers who dropped out of KEPS training, and 5) the name and dates of Kinship Caregivers who completed KEPS training. 6) the percentage of caregivers that completed KEPS training.

8.1.2 CONTRACTOR shall attach to this monthly report, copies of all pre and post questionnaires and post training evaluations completed by the participants in the reporting month.

### **8.2 Mid Year Reports:**

CONTRACTOR'S Project Manager shall submit to COUNTY'S Program Manager a mid year report every six months throughout the term of this Agreement and no later than 15 calendar days after each six month period. The mid year reports shall include, but are not limited to the following; 1) the monthly report and attachment(s) for the reporting month as outlined in section 5.1 above, 2) a narrative of the following information for the preceding six month period; a) summary of all services provided, b) the number of Kinship Caregivers who enrolled in KEPS training, c) the number of Kinship Caregivers who dropped out of KEPS training, d) the number of Kinship Caregivers who completed KEPS training, e) the amount of services invoiced, f) remaining balance of the Contract amount, g) any programmatic and/or contractual compliance difficulties encountered that jeopardize the completion of the project.

**8.3 CONTRACTOR's Annual Evaluation Report:**

CONTRACTOR shall provide an annual evaluation report with evaluation tools (developed by the CONTRACTOR and approved by the COUNTY'S Program Manager) to assess the outcomes and success of the program within 30 calendar days after each contract year. The evaluation tools shall address the following: 1) clients' satisfaction with KEPS training. 2) the program's effect on improving and/or enhancing kinship care provider's abilities to provide ongoing care for children placed in their home, and 3) the program's effect on improving and/or enhancing kinship care provider's knowledge of available resources and services to address the needs of children placed in their home. The outcomes and indicators specified in this Statement of Work and Exhibit A-1 shall be the foundation for the information submitted in the annual report provided by the CONTRACTOR.

**8.3.1 CONTRACTOR shall submit these report(s) to:**

Jennifer Lopez, Division Chief  
Kinship Support Division  
Department of Children and Family Services  
9834 Norwalk Blvd.  
Santa Fe Springs, CA 90670

**9.0 STAFFING REQUIREMENTS**

**9.1 CONTRACTOR'S personnel shall be qualified professional staff with background, experience and expertise, as explained below, to provide the services required in this SOW:**

**9.1.1 CONTRACTOR'S Instructors, other than Kinship Care Providers, must have a minimum of a Bachelor's degree in Social Work from an accredited college/university.**

**9.1.1.1 Accredited college colleges / universities are those listed in the publications of regional, national or international accrediting agencies that are accepted by the Los Angeles COUNTY Department of Human Resources.**

**9.1.1.2 Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references.**

## EXHIBIT A

- 9.1.1.3 Also acceptable, if appropriate, are degrees that have been evaluated and deemed to be equivalent of degrees for United States accredited institutions by an academic credential evaluation agency recognized by The National Association of Credential Evaluation Services.
- 9.1.2 CONTRACTOR'S Instructors must be able to read, write, speak, and understand English.
  - 9.1.2.1 CONTRACTOR'S Instructors must satisfactorily complete the background process in order to be deemed qualified.
- 9.2 The CONTRACTOR shall have a Project Manager that oversees all aspects of the program including recruiting, hiring, and supervision of staff; and coordinating, executing, and implementing all aspects of the contract. The Project Manager will be responsible for insuring that all proposed work is completed using a best practice standard.
- 9.3 CONTRACTOR shall have at a minimum, two (2) Teams of KEPS Trainers. Each Team of KEPS Trainers will consist of an instructor, a Relative Kinship Care Provider, and may, at COUNTY'S discretion, include a DCFS Social Worker. A Team of KEPS Trainers shall be assigned to no more than two training facilities.
- 9.4 The Social Worker identified in section 9.3 above may be assigned to more than one team and may be assigned to more than two training facilities.
- 9.5 All KEPS trainers will have completed KEPS training and be certified as a KEPS trainer.
- 9.6 CONTRACTOR shall be responsible for the training and certifying of KEPS trainers in accordance with KEPS curriculum. This shall include, but not be limited to arranging and funding KEPS Certified Trainers to train Social Workers, Instructors, Relative Kinship Caregivers, and DCFS social workers assigned to the KEPS program.
- 9.7 CONTRACTOR must have sufficient support staff to handle administrative matters related to the program.
- 9.8 COUNTY reserves the right to request termination of a KEPS trainer(s) if the COUNTY determines the performance of such KEPS trainer(s) to be unacceptable.

## 10.0 QUALITY ASSURANCE (QA) PLAN

- 10.1 CONTRACTOR shall utilize the written QA plan, which has been approved by the Program Manager prior to the execution of this Assignment. The QA plan shall describe the process by which CONTRACTOR will continually assess program effectiveness. The plan shall describe the process for QA Written Policies & Procedures, Client Feedback, Program Staff Development, Development and Assessment of Measurable Program/Service Quality Indicators, AQ Plan Implementation, and Quality Assessment & Assurance Reports.
- 10.2 Quality Assurance Committee: The QA Committee (established by CONTRACTOR) shall develop, review, and revise the CONTRACTOR'S QA plan on an annual basis. In addition, the QA Committee shall meet quarterly to assess and make recommendations for the improvement of program services. It shall be responsible for developing plans or corrective action for identified program deficiencies. The QA Committee shall consist of person's representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The CONTRACTOR'S Project Manager and a Kinship Caregiver who completed KEPS training must be included as committee members. Committee membership shall be described by name, title or role, and the constituency represented (i.e., staff, management, client). The CONTRACTOR shall review the Committee recommendations and ensure recommendations are appropriately implemented.
- 10.3 The QA Committee need not be created if the contracted program has established an advisory committee or similar entity, so long as its composition and activities include the requirements set forth in this Section 10.1, QUALITY ASSURANCE PLAN.
- 10.4 The activities of the QA Committee shall be documented. Required documentation shall include, but not be limited to agendas, sign-in sheets, and QA Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions).
- 10.5 Written Policies and Procedures: Policies and procedures shall be based on essential program activities and community and professional standards of care specific to this contract. The QA plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the CONTRACTOR'S Executive Director or designee.

- 10.6 Client Feedback: The QA plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. The plan shall describe the method(s) to be used for client feedback (e/g/ satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected by CONTRACTOR on an ongoing basis or at a minimum quarterly. The plan shall describe how client feedback data will be managed by the QA Committee and used to make improvements to the program.
- 10.7 Program Staff Development: The QA plan shall describe the process for developing, training and monitoring staff. This description shall include minimum qualifications for each program staff position and a description of the methods and instruments to be used to monitor staff performance. The QA plan shall specify that staff is evaluated annually.
- 10.8 Development and Assessment of Measurable Program/Service Quality Indicators: Measurable quality indicators are intended to address the question of how well services are being provided. By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the CONTRACTOR shall assess the quality of service delivery on an ongoing basis. The QA Committee is responsible for developing a plan of corrective action to address any program quality deficiency or to improve on the established effectiveness demonstrated by each indicator. Quality indicators shall be developed based on key activities described in the "SERVICES TO BE PROVIDED" section on this SOW. The QA plan shall require measurement of and include at a minimum the following measurable program and/or services indicators:
- 10.8.1 The number of hours CONTRACTOR collaborated with DCFS and providers referred to Kinship Orientation; The number of kinship care providers who completed Kinship Orientation; The number of kinship care providers referred to KEPS training; The number of kinship care providers who completed KEPS training; The number of staff CONTRACTOR has trained and certified as KEPS trainers.
- 10.8.2 Percentage of Kinship Caregivers reporting satisfaction with the training that they received; Percentage of Kinship Caregivers reporting an increase in knowledge and understanding of available resources and services to address the needs of children place in their home. Percentage of Kinship Caregivers reporting a reduction in problems, deficiencies, and stress.

10.9 QA Plan Implementation: CONTRACTOR shall implement its QA plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

10.9.1 Quality Assessment and Assurance Reports: The QA plan shall include the requirement for one Quality Assessment and Assurance Report annually for the term of the Agreement. These reports shall be developed by the QA Committee and signed by CONTRACTOR'S Executive Director. The following report shall be made available to the COUNTY Program Manager at the time of monitoring review or upon request by COUNTY.

10.9.2 Year-end Report shall document actions addressing the findings of the prior year's year-end report and the overall program performance from the beginning of the prior year to the year-end.

**EXHIBIT A-1: PERFORMANCE OUTCOME SUMMARY**

**TARGET POPULATION**

**KINSHIP EDUCATION, PREPARATION, AND SUPPORT SERVICES**

**SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS**

The CONTRACTOR shall provide KEPS training services that promote a safe environment that provides for the well being of each children and leads to increased safety and permanency as well as reducing reliance on detention. Specifically, the CONTRACTOR shall provide all deliverables and tasks described in this Contract and Statement of Work, including but not limited to the Service tasks described in Exhibit A-1. In addition, the CONTRACTOR shall meet or exceed the performance targets described on each “Performance Outcomes Summary”. Throughout the term of this Contract, COUNTY’s Program Manager will monitor the CONTRACTOR’s performance. Any failure by the CONTRACTOR to comply with the terms of this Contract, including any failure to meet or exceed the performance targets, may result in COUNTY’s termination of the whole of any part of the Contract or any other remedy specified in the Contract. (DCFS Contracts – Part II: Standard Terms and Conditions; Section 49.0, TERMINATION FOR CONTRACTOR’S DEFAULT)



**TARGET POPULATION**

The target population or KEPS training services are: Relative and Non-Relative Extended Family Member care providers (Kinship Care Providers).

**County’s Performance Measure Summary/Goals Regarding Safety**

**Program:** Kinship Education Preparation and Support (KEPS) Training

**Target Group:** Relative and Non-relative Extended Family Caregivers providing care for Children placed in their homes by DCFS.

**Outcome Goal:** Increased safety for children in Kinship Care

Outcome Indicator	Performance Target	Method of Data Collection
Reduction of substantiated abuse/neglect in Relative and Non-Relative Extended Family Caregiver placement subsequent to the completion of the 36 hour KEPS Curriculum.	80 % of Children placed with Relative/Non-relative Extended Family Caregivers will not have another substantiated allegation of abuse/neglect within 1 year of the Caregivers graduation from KEPS training.	CWS/CMS  Case tracking by Kinship Support Division for a 12-month period subsequent to Relative/NREFM caregivers completing KEPS training.  Out of Home care Incident Reports
Increased support for Relative and Non-relative Extended Family Caregivers	90% OF Relative and Non-relative Extended Family Caregivers graduating from KEPS will participate in a new or existing DCFS sponsored or Community-based Agency Relative Caregiver Support group.	Support Group enrollment documents.  CONTRACTOR’S Progress Reports

**CONTRACTOR’s Service Tasks:**

1. Refer all new Relative Caregivers and NREFM to the DCFS Kinship Support Services Division.

2. Identify existing DCFS sponsored/approved Community-based Relative Caregiver Support groups.
3. Assist the Relative /NREFM in establishing new support groups.
4. Refer Relative/Non-relative caregivers to existing Community College Foster Kinship Care Education Courses.
5. Establish contact with any Relative/NREFM Caregivers who do not complete KEPS to determine the cause. Attempt to re-enroll the Relative/NREFM Caregiver and provide them with the necessary support to complete and graduate the KEPS course.

**County’s Performance Measure Summary/Goals Regarding Permanency**

**Program:** Kinship Education Preparation and Support (KEPS)

**Target Group:** Relative and Non-relative Extended Family Caregivers providing care for Children placed in their homes by DCFS.

**Outcome Goal:** Pursued commitment to permanence for children in their care by Relative Caregivers graduating from KEPS.

Outcome Indicator	Performance Target	Method of Data Collection
Increased awareness of Permanency Options and support, and pursued commitment to Permanence for children in their care.	80% of children placed in the homes of Relative/NREFM Caregivers who have completed KEPS training will have a Permanent Plan within 12 months	CWS/CMS  Case tracking by Kinship Support Division for a 12-month period subsequent to Relative/NREFM caregivers completing KEPS training.
Increased stability for children placed in Relative/NREFM care.	60% of children will remain in their Permanent plan successfully without disruption or DCFS intervention for allegations of abuse/neglect.	CWS/CMS  Out of Home care Incident Reports
Increased use of support services available through DCFS, Community based Agencies and Community College Foster Care Education Programs	80% of Relative/NREFM Caregivers will utilize DCFS, Community-based Agency and Community College Support Services 12 months after completing KEPS training.	CONTRACTOR’S Reports and Kinship Event Tracking System

**CONTRACTOR’s Service Tasks:**

1. Refer all new Relative Caregivers and NREFM to the DCFS Kinship Support Services Division.
2. Identify existing DCFS sponsored/approved Community-based Relative Caregiver Support groups.
3. Assist the Relative /NREFM in establishing new support groups.

- 4.** Refer Relative/Non-relative caregivers to existing Community College Foster Kinship Care Education Courses.
- 5.** Establish contact with any Relative/NREFM Caregivers who do not complete KEPS to determine the cause. Attempt to re-enroll the Relative/NREFM Caregiver and provide them with the necessary support to complete and graduate the KEPS course.
- 6.** Provide a list of KEPS graduates to the DCFS Kinship Administration.

**County’s Performance Measure Summary/Goals Regarding Reduced Reliance on Detention.**

**Program:** Kinship Education Preparation and Support (KEPS)

**Target Group:** Relative and Non-relative Extended Family Caregivers providing care for Children placed in their homes by DCFS.

**Outcome Goal:** Reduce the reliance on removing children from their homes through the expansion of alternative Community-based strategies to help families

<b>Outcome Indicator</b>	<b>Performance Target</b>	<b>Method of Data Collection</b>
Increased placement stability in Relative/NREFM care	50% of children will remain in the care of Relative/NREFM care without DCFS emergency intervention.	CWS/CMS  Case tracking by Kinship Support Division for a 12-month period subsequent to Relative/NREFM caregivers completing KEPS training.
Decreased placement disruption in Relative/NREFM care.	80% of children will remain placed with Relative/NREFM without detention or replacement through preventive efforts.	CWS/CMS  Case tracking by Kinship Support Division for a 12-month period subsequent to Relative/NREFM caregivers completing KEPS training.
Decreased placement Re-entry	80% of children will receive supportive intervention to maintain and stabilize their permanent placement.	Kinship collaboration with Juvenile Court Services  CWS/CMS

**CONTRACTOR’s Service Tasks:**

1. Refer all new Relative Caregivers and NREFM to the DCFS Kinship Support Services Division.
2. Identify existing DCFS sponsored/approved Community-based Relative Caregiver Support groups.
3. Assist the Relative /NREFM in establishing new support groups.
4. Refer Relative/Non-relative caregivers to existing Community College Foster Kinship Care Education Courses.
5. Establish contact with any Relative/NREFM Caregivers who do not complete KEPS to determine the cause. Attempt to re-enroll the Relative/NREFM Caregiver and

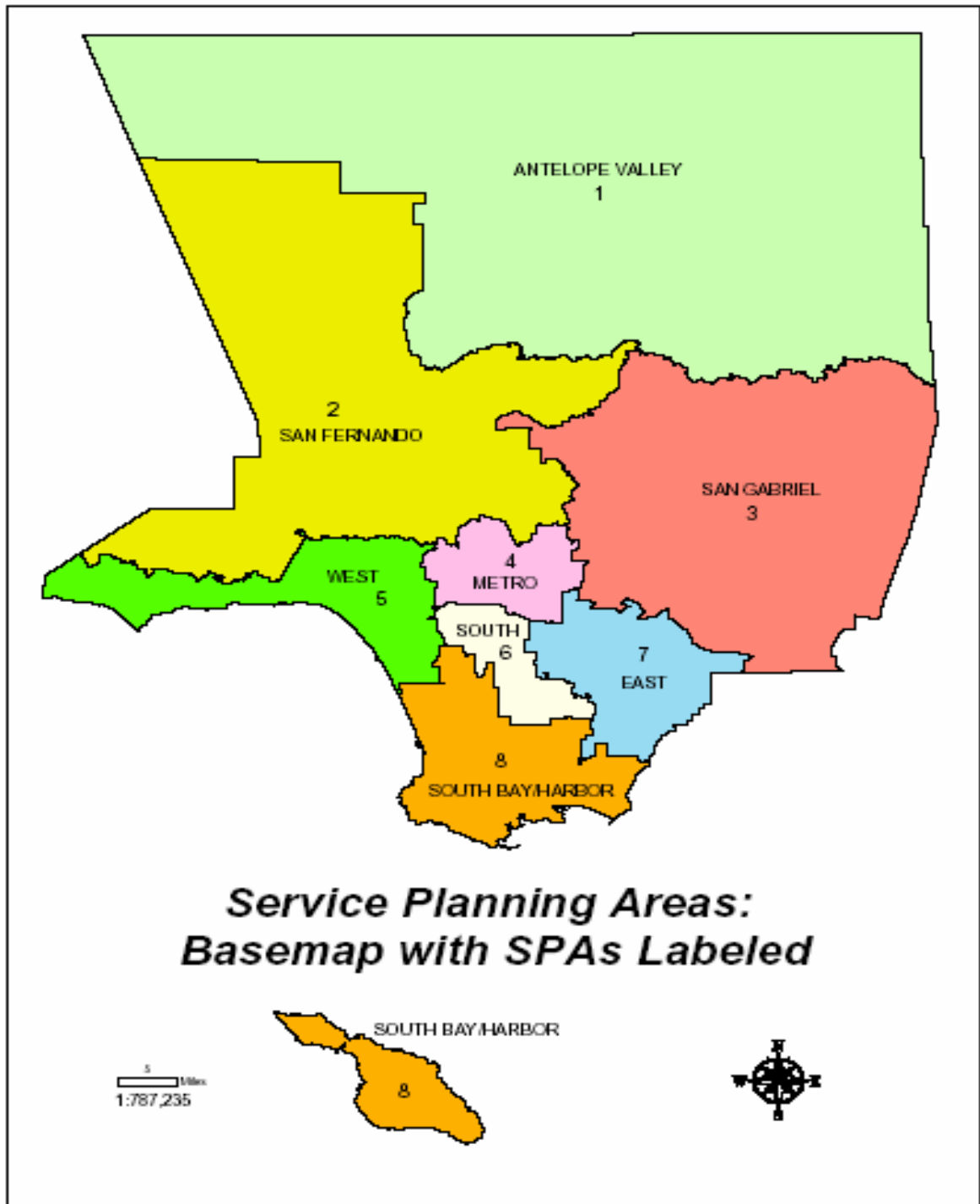
provide them with the necessary support to complete and graduate the KEPS course.

- 6.** Provide a list of KEPS graduates to the DCFS Kinship Administration.

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**SERVICE PLANNING AREA**



Los Angeles County  
Department of Children and Family Services





**Zip Code List with Communities and Service Planning Areas**

Zip Code	Community*	Service Planning Area	Zip Code	Community*	Service Planning Area
90001	South Central LA/Co.	SPA 6 South	90041	Northeast LA	SPA 4 Metro
90002	South Central LA/Co.	SPA 6 South	90042	Northeast LA	SPA 4 Metro
90003	South Central LA	SPA 6 South	90043	Crenshaw LA/Co.	SPA 6 South
90004	Wilshire LA	SPA 4 Metro	90044	South Central LA/Co.	SPA 6 South
90005	Wilshire LA	SPA 4 Metro	90045	Westchester LA	SPA 5 West
90006	Wilshire LA	SPA 4 Metro	90046	West Hollywood	SPA 4 Metro
90007	University LA	SPA 6 South	90047	South Central LA/Co.	SPA 6 South
90008	Crenshaw LA/Co.	SPA 6 South	90048	West Wilshire LA	SPA 4 Metro
90010	Wilshire LA	SPA 4 Metro	90049	Brentwood LA	SPA 5 West
90011	University LA	SPA 6 South	90056	Culver City/Ladera	SPA 5 West
90012	Central L.A. LA	SPA 4 Metro	90057	Wilshire LA	SPA 4 Metro
90013	Central L.A. LA	SPA 4 Metro	90058	Huntington Pk/Vernon	SPA 7 East
90014	Central L.A. LA	SPA 4 Metro	90059	South Central LA/Co.	SPA 6 South
90015	Central L.A. LA	SPA 4 Metro	90061	West Compton LA/Co.	SPA 6 South
90016	Crenshaw LA	SPA 6 South	90062	University LA	SPA 6 South
90017	Central L.A. LA	SPA 4 Metro	90063	East L.A. LA	SPA 7 East
90018	University LA	SPA 6 South	90064	West L.A. LA	SPA 5 West
90019	Wilshire LA	SPA 4 Metro	90065	Northeast LA	SPA 4 Metro
90020	Wilshire LA	SPA 4 Metro	90066	Venice/Mar Vista LA	SPA 5 West
90021	Central L.A. LA	SPA 4 Metro	90067	Westwood LA	SPA 5 West
90022	East L.A. LA	SPA 7 East	90068	Hollywood LA	SPA 4 Metro
90023	East L.A. LA	SPA 4 Metro	90069	West Hollywood	SPA 4 Metro
90024	West L.A. LA	SPA 5 West	90071	Central L.A. LA	SPA 4 Metro
90025	West L.A. LA	SPA 5 West	90073	Veterans Administration LA/Co.	SPA 5 West
90026	Central L.A. LA	SPA 4 Metro	90077	Bel Air LA	SPA 5 West
90027	Hollywood LA	SPA 4 Metro	90094	Playa del Rey LA	SPA 5 West
90028	Hollywood LA	SPA 4 Metro	90201	Bell	SPA 7 East
90029	Hollywood LA	SPA 4 Metro	90210	Beverly Hills	SPA 5 West
90031	Northeast LA	SPA 4 Metro	90211	Beverly Hills	SPA 5 West
90032	Northeast LA	SPA 4 Metro	90212	Beverly Hills	SPA 5 West
90033	East L.A. LA	SPA 4 Metro	90220	Compton	SPA 6 South
90034	West L.A. LA	SPA 5 West	90221	Compton	SPA 6 South
90035	West L.A. LA	SPA 5 West	90222	Compton	SPA 6 South
90036	West Wilshire LA	SPA 4 Metro	90230	Culver City/Ladera	SPA 5 West
90037	University LA	SPA 6 South	90232	Culver City/Ladera	SPA 5 West
90038	Hollywood LA	SPA 4 Metro	90240	Downey	SPA 7 East
90039	Northeast LA	SPA 4 Metro	90241	Downey	SPA 7 East
90040	Commerce	SPA 7 East	90242	Downey	SPA 7 East

**Zip Code List with Communities and Service Planning Areas**

90245	El Segundo	SPA 8	South Bay	90603	Whittier	SPA 7	East
90247	Gardena	SPA 8	South Bay	90604	Whittier	SPA 7	East
90248	Gardena	SPA 8	South Bay	90605	Whittier	SPA 7	East
90249	Gardena	SPA 8	South Bay	90606	Whittier	SPA 7	East
90250	Hawthorne	SPA 8	South Bay	90631	La Habra	SPA 7	East
90254	Beach Cities	SPA 8	South Bay	90638	La Mirada	SPA 7	East
90255	Huntington Park	SPA 7	East	90640	Montebello	SPA 7	East
90260	Lawndale	SPA 8	South Bay	90650	Norwalk	SPA 7	East
90262	Lynwood	SPA 6	South	90660	Santa Fe Rivera	SPA 7	East
90265	Malibu	SPA 5	West	90670	Santa Fe Springs	SPA 7	East
90266	Beach Cities	SPA 8	South Bay	90701	Artesia	SPA 7	East
90270	Maywood	SPA 7	East	90703	Cerritos	SPA 7	East
90272	Pacific Palisades LA	SPA 5	West	90706	Bellflower	SPA 7	East
90274	Palos Verdes	SPA 8	South Bay	90710	Harbor City LA	SPA 8	South Bay
90275	Palos Verdes	SPA 8	South Bay	90712	Lakewood	SPA 7	East
90277	Beach Cities	SPA 8	South Bay	90713	Lakewood	SPA 7	East
90278	Beach Cities	SPA 8	South Bay	90715	Lakewood	SPA 7	East
90280	South Gate	SPA 7	East	90716	Hawaiian Gardens	SPA 7	East
90290	Calabasas	SPA 2	San Fernando	90717	Lomita	SPA 8	South Bay
90291	Venice/Mar Vista LA	SPA 5	West	90723	Paramount	SPA 6	South
90292	Venice/Mar Vista LA/Co.	SPA 5	West	90731	San Pedro LA	SPA 8	South Bay
90293	Playa del Rey LA	SPA 5	West	90732	San Pedro LA	SPA 8	South Bay
90301	Inglewood	SPA 8	South Bay	90744	Wilmington LA	SPA 8	South Bay
90302	Inglewood	SPA 8	South Bay	90745	Carson	SPA 8	South Bay
90303	Inglewood	SPA 8	South Bay	90746	Carson	SPA 8	South Bay
90304	Inglewood	SPA 8	South Bay	90747	Carson	SPA 8	South Bay
90305	Inglewood	SPA 8	South Bay	90802	Long Beach	SPA 8	South Bay
90401	Santa Monica	SPA 5	West	90803	Long Beach	SPA 8	South Bay
90402	Santa Monica	SPA 5	West	90804	Long Beach	SPA 8	South Bay
90403	Santa Monica	SPA 5	West	90805	Long Beach	SPA 8	South Bay
90404	Santa Monica	SPA 5	West	90806	Long Beach	SPA 8	South Bay
90405	Santa Monica	SPA 5	West	90807	Long Beach	SPA 8	South Bay
90501	Torrance	SPA 8	South Bay	90808	Long Beach	SPA 8	South Bay
90502	Torrance	SPA 8	South Bay	90810	Long Beach	SPA 8	South Bay
90503	Torrance	SPA 8	South Bay	90813	Long Beach	SPA 8	South Bay
90504	Torrance	SPA 8	South Bay	90814	Long Beach	SPA 8	South Bay
90505	Torrance	SPA 8	South Bay	90815	Long Beach	SPA 8	South Bay
90601	Whittier	SPA 7	East	90822	Long Beach	SPA 8	South Bay
90602	Whittier	SPA 7	East	90840	Long Beach	SPA 8	South Bay
91001	Altadena	SPA 3	San Gabriel	91325	Northridge LA	SPA 2	San Fernando

**Zip Code List with Communities and Service Planning Areas**

91006	Arcadia	SPA 3	San Gabriel	91326	Northwest SFV LA	SPA 2	San Fernando
91007	Arcadia	SPA 3	San Gabriel	91331	Pacoima LA	SPA 2	San Fernando
91010	Duarte	SPA 3	San Gabriel	91335	Mid-SFV LA	SPA 2	San Fernando
91011	La Canada	SPA 2	San Fernando	91340	San Fernando	SPA 2	San Fernando
91016	Monrovia	SPA 3	San Gabriel	91342	Sylmar LA	SPA 2	San Fernando
91020	La Crescenta	SPA 2	San Fernando	91343	North Hills LA	SPA 2	San Fernando
91023	Mt. Wilson	SPA 3	San Gabriel	91344	Northwest SFV LA	SPA 2	San Fernando
91024	Sierra Madre	SPA 3	San Gabriel	91345	North Hills LA	SPA 2	San Fernando
91030	South Pasadena	SPA 3	San Gabriel	91350	Santa Clarita	SPA 2	San Fernando
91040	Sunland LA	SPA 2	San Fernando	91351	Santa Clarita	SPA 2	San Fernando
91042	Tujunga LA	SPA 2	San Fernando	91352	Sunland LA	SPA 2	San Fernando
91046	Glendale	SPA 2	San Fernando	91354	Santa Clarita	SPA 2	San Fernando
91101	Pasadena	SPA 3	San Gabriel	91355	Santa Clarita	SPA 2	San Fernando
91103	Pasadena	SPA 3	San Gabriel	91356	Encino LA	SPA 2	San Fernando
91104	Pasadena	SPA 3	San Gabriel	91361	Westlake Village	SPA 2	San Fernando
91105	Pasadena	SPA 3	San Gabriel	91362	Thousand Oaks	SPA 2	San Fernando
91106	Pasadena	SPA 3	San Gabriel	91364	Woodland Hills LA	SPA 2	San Fernando
91107	Pasadena	SPA 3	San Gabriel	91367	Woodland Hills LA	SPA 2	San Fernando
91108	San Marino	SPA 3	San Gabriel	91381	Santa Clarita	SPA 2	San Fernando
91201	Glendale	SPA 2	San Fernando	91384	Santa Clarita	SPA 2	San Fernando
91202	Glendale	SPA 2	San Fernando	91401	Van Nuys LA	SPA 2	San Fernando
91203	Glendale	SPA 2	San Fernando	91402	Van Nuys LA	SPA 2	San Fernando
91204	Glendale	SPA 2	San Fernando	91403	Sherman Oaks LA	SPA 2	San Fernando
91205	Glendale	SPA 2	San Fernando	91405	Van Nuys LA	SPA 2	San Fernando
91206	Glendale	SPA 2	San Fernando	91406	Mid-SFV LA	SPA 2	San Fernando
91207	Glendale	SPA 2	San Fernando	91411	Van Nuys LA	SPA 2	San Fernando
91208	Glendale	SPA 2	San Fernando	91423	Sherman Oaks LA	SPA 2	San Fernando
91214	La Crescenta	SPA 2	San Fernando	91436	Encino LA	SPA 2	San Fernando
91301	Calabasas	SPA 2	San Fernando	91501	Burbank	SPA 2	San Fernando
91302	Calabasas	SPA 2	San Fernando	91502	Burbank	SPA 2	San Fernando
91303	Mid-SFV LA	SPA 2	San Fernando	91504	Burbank	SPA 2	San Fernando
91304	Canoga Park LA	SPA 2	San Fernando	91505	Burbank	SPA 2	San Fernando
91306	Mid-SFV LA	SPA 2	San Fernando	91506	Burbank	SPA 2	San Fernando
91307	Canoga Park LA	SPA 2	San Fernando	91601	North Hollywood LA	SPA 2	San Fernando
91311	Northwest SFV LA	SPA 2	San Fernando	91602	Studio City LA	SPA 2	San Fernando
91316	Encino LA	SPA 2	San Fernando	91604	Studio City LA	SPA 2	San Fernando
91321	Santa Clarita	SPA 2	San Fernando	91605	North Hollywood LA	SPA 2	San Fernando
91324	Northridge LA	SPA 2	San Fernando	91606	North Hollywood LA	SPA 2	San Fernando
91607	North Hollywood LA	SPA 2	San Fernando	93534	Lancaster	SPA 1	Antelope Valley
91608	Studio City	SPA 2	San Fernando	93535	Lancaster	SPA 1	Antelope Valley

**Zip Code List with Communities and Service Planning Areas**

91702	Azusa	SPA 3	San Gabriel	93536	Lancaster	SPA 1	Antelope Valley
91706	Baldwin Park	SPA 3	San Gabriel	93543	Littlerock	SPA 1	Antelope Valley
91711	Claremont	SPA 3	San Gabriel	93544	Llano	SPA 1	Antelope Valley
91722	Covina	SPA 3	San Gabriel	93550	Palmdale	SPA 1	Antelope Valley
91723	Covina	SPA 3	San Gabriel	93551	Palmdale	SPA 1	Antelope Valley
91724	Covina	SPA 3	San Gabriel	93552	Palmdale	SPA 1	Antelope Valley
91731	El Monte	SPA 3	San Gabriel	93553	Pearblossom	SPA 1	Antelope Valley
91732	El Monte	SPA 3	San Gabriel	93563	Valyermo	SPA 1	Antelope Valley
91733	El Monte	SPA 3	San Gabriel	93591	Lake Los Angeles	SPA 1	Antelope Valley
91740	Glendora	SPA 3	San Gabriel				
91741	Glendora	SPA 3	San Gabriel				
91744	La Puente	SPA 3	San Gabriel				
91745	Hacienda-Rowland Heights	SPA 3	San Gabriel				
91746	La Puente	SPA 3	San Gabriel				
91748	Hacienda-Rowland Heights	SPA 3	San Gabriel				
91750	La Verne	SPA 3	San Gabriel				
91754	Monterey Park	SPA 3	San Gabriel				
91755	Monterey Park	SPA 3	San Gabriel				
91765	Diamond Bar	SPA 3	San Gabriel				
91766	Pomona	SPA 3	San Gabriel				
91767	Pomona	SPA 3	San Gabriel				
91768	Pomona	SPA 3	San Gabriel				
91770	Rosemead	SPA 3	San Gabriel				
91773	San Dimas	SPA 3	San Gabriel				
91775	San Gabriel	SPA 3	San Gabriel				
91776	San Gabriel	SPA 3	San Gabriel				
91780	Temple City	SPA 3	San Gabriel				
91789	Walnut	SPA 3	San Gabriel				
91790	West Covina	SPA 3	San Gabriel				
91791	West Covina	SPA 3	San Gabriel				
91792	West Covina	SPA 3	San Gabriel				
91801	Alhambra	SPA 3	San Gabriel				
91803	Alhambra	SPA 3	San Gabriel				
93243	Gorman	SPA 1	Antelope Valley				
93510	Acton	SPA 1	Antelope Valley				
93523	Edwards AFB	SPA 1	Antelope Valley				
93532	Lake Hughes	SPA 1	Antelope Valley				

\*Communities in the City of Los Angeles are followed by "LA" and areas that include portions of City of LA and unincorporated County areas are followed by "LA/Co." Other incorporated cities and unincorporated communities are identified by name.

SAMPLE MONTHLY ACTIVITY REPORT  
KEPS Training Statistics

MONTH AND YEAR ENDING: \_\_\_\_\_

**SUMMARY:**

	<b>Series Completed</b>	<b>Number Enrolled</b>	<b>Number Attended</b>	<b>Number of Graduates</b>
<b>Language: English</b>				
<b>Language: Spanish</b>				
<b>Language: (other) please indicate:</b>				
<b>MONTHLY TOTALS</b>				

<b>Year To Date: English</b>				
<b>Year To Date: Spanish</b>				
<b>Year To Date: (other language)</b>				
<b>GRAND TOTALS</b>				

**INDIVIDUAL FACILITY MONTHLY BREAKDOWN:**

<b>Training Facility</b>	<b>Start</b>	<b>End</b>	<b>Number of Series</b>	<b>Number Enrolled</b>	<b>Number Attended</b>	<b>Number of Graduates</b>

**Number Enrolled:** The number enrolled represents the number of participants who signed up to take a KEPS series. These individuals may or may not have actually attended a module. They also may have signed up in a previous month and did not attend, or may have signed up at more than one training facility.

**Number of Graduates:** The number of graduates represents each participant who received a certificate of completion. Some of these graduates may be former participants who in the past received a temporary certificate.

**SAMPLE MONTHLY ACTIVITY REPORT**

**MONTH AND YEAR ENDING:** \_\_\_\_\_

**FOR:** KEPS PARTICIPANTS

- Training Site Location- Under each site list:
  1. CCL License Number
  2. First Name of Participant
  3. Last Name of Participant
  4. Spouse/Partner
  5. Address (Number, Street, City, Zip Code)
  6. Status (Is participant currently attending? Did participant graduate?)
  7. Total Hours Completed by Participant
- Session Language (English, Spanish, etc.)
- Session Start Date
- Session End Date

<b>Training Site:</b>			<b>Session Language:</b>		
<b>Session Start Date:</b>			<b>Session End Date:</b>		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed
<b>Training Site:</b>			<b>Session Language:</b>		
<b>Session Start Date:</b>			<b>Session End Date:</b>		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed

FYI FYI FYI FYI

F O R Y O U R I N F O R M A T I O N	
ISSUE NO: 02-08	DATE: 03/02

**QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE**

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

**Health and Safety**


The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

**Medical, Dental and Psychiatric Care**

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



 	<p>If you have any questions regarding this release please e-mail your question to:</p> <p>Policy@dcfs.co.la.ca.us</p>
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### Education

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

### Setting Goals and Objectives/Emancipation Planning

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

### Self Esteem

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

### *Childhood Memories*

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

*Quality of Life Guidelines*

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s (he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?
6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?
8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?

9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?

**Kinship Education, Preparation, and Support (KEPS)  
Training Curriculum**

## Kinship Education, Preparation, and Support (KEPS) Training Curriculum

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## KEPS Meeting 1

### Introduction to the Kinship Education, Preparation, and Support Program (KEPS)

This meeting will provide an opportunity for kinship caregivers and facilitators to get acquainted with each other, establish comfort and safety issues and discuss the purpose, structure and desired outcomes of the program.

By the end of this meeting, participants will be able to:

- Introduce participants and KEPS trainers by name.
- Share personal information about themselves and the children living in their homes.
- Identify the purpose and outcomes of the KEPS program.
- Define Non-Relative Extended Family Member and Relative Kinship Care Provider.
- Describe DCFS mission and four program initiatives relating to safety, adoption, emancipation and education.
- Define strengths and needs.
- Define the strengths approach.
- Establish expectations and ground rules.
- Identify ways to communicate in a group.
- Define self-disclosure.
- Define support group.
- Describe family sharing.
- Identify the benefits of support group.
- Identify similarities and differences among caregivers.
- Share personal information, emotions, hopes and fears.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A: Welcome and Introductions

Unit B: Mutual Expectations and Program Overview

- Negotiating a Working Agreement

- Overview of the KEPS Program including definitions of abuse and maltreatment.

Unit C: Family Sharing – Voices of the Kinship Caregivers

Unit D: Staying Focused on the Positive

## KEPS Meeting 2

### Assessing the Impact of the Children Living in My Home

This meeting provides caregivers with an opportunity to assess the immediate impact of having children live in their homes. It also assists caregivers in assessing their ability to meet the present needs of the children in their care.

By the end of this meeting, participants will be able to:

- Identify key learning points from Meeting 1.
- Identify key issues and topics for Meeting 2.
- Share personal information, emotions, hopes and fears.
- Support each other in the sharing of personal information, emotions, hopes and fears.
- Identify similarities and differences among caregivers.
- Describe the family assessment process.
- Describe a Family Plan.
- Describe DCFS policy and standards for placement of children with Kinship Care Providers.
- Describe their life situations prior to having children placed in their care.
- Identify their own life changes upon the children's placement in their care.
- Identify their hopes and fears for the long-term care of children.
- Describe changes in relationships with family members and friends.
- Identify housing resources and services available through state and local systems.
- Identify their own family members housing needs.

Unit A: Summary and Review

Unit B: Family Sharing

- Voices of the Kinship Caregivers
- Individual Family Sharing

Unit C: The Family Assessment Process

- Overview of the Family Assessment Process

Unit D: Looking at how I am affected by the children living in my home

- Our Life Changes
- Identifying Transitional Issues for Kinship Caregivers

Unit E: Staying Focused on the Positive

## KEPS Meeting 3

### Looking at My Role in Achieving Permanency for the Children in my Care

This meeting provides participants with an overview of the legal permanence options that the Department pursues for children in care. Participants examine and discuss the following: how AFSA requirements impact kinship care; the rationale for and reality of concurrent planning; the judicial system and their roles within the judicial process; and the different payment and subsidy options available through kinship care and adoption and how to access these resources.

By the end of this meeting, participants will be able to:

- Identify key learning points from Meeting 2.
- Identify key issues and topics for Meeting 3.
- Define reunification.
- Define adoption.
- Define legal permanency.
- Identify ways in which they can support permanency planning.
- Identify roles and responsibilities of CSWs in case planning and accessing financial assistance.
- Describe Youakim benefits.
- Describe the Adoption Assistance Program.
- Describe the juvenile dependency court process.
- Identify legal services and how to access them.
- Define an EcoMap.
- Identify the elements of and EcoMap.
- Draw an EcoMap of their own family.
- Describe the supports within their immediate family system.
- Describe the support systems outside their immediate family.
- Identify sources of stress within their immediate family system.
- Identify sources of stress outside their immediate family.
- Define transitional issues.
- Identify transitional issues for Kinship Care Providers.
- Identify their own transitional issues.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A: Summary and Review

Unit B: Supporting Legal Permanency

- Defining Legal Permanence: 2 hours and 15 minutes is spent on helping caregivers understand the legal permanency options, overview of financial support available, overview of ASFA, concurrent planning and the juvenile dependency court process.
- The Road to Permanence: Using a role play to assist the caregivers to apply the definitions of legal permanence and understanding their roles along with the birth parents. CSWs and others working together to assure safety, permanence and well being of children in care.

Unit C: Staying Focused on the Positive



## KEPS Meeting 4

### Assessing the Strengths and Needs of Children in My Care

This meeting helps caregivers begin to focus on the needs of the children living in their homes and to identify the types of services they need to access to ensure stability in the children's overall growth and development.

By the end of this meeting, participants will be able to:

- Identify key learning points from Meeting 3.
- Identify key issues and topics for Meeting 4.
- List the reasons children come into out-of-home care.
- Describe how children are affected emotionally when they experience abuse, neglect and drug exposure.
- Draw linkages between children's feelings and their behaviors.
- Describe DCFS requirements on safety.
- Identify their roles and responsibilities in ensuring safety.
- Identify strengths and needs in a particular child presented in a scenario.
- Identify the benefits of the strengths approach.
- Identify developmental milestones for children from birth to school age.
- Identify developmental milestones for children from pre-adolescence to young adulthood.
- Describe one behavior of a child in their care that concerns them the most.
- Identify strengths of the child in their care.
- Identify strategies for responding to the child's behavior.
- Support each other and give and receive feedback on the strategies they identify.
- Identify medical and dental resources and services available through DCFS and other health care systems.
- Identify their own family members' medical and dental needs.
- Identify similarities and differences among the caregivers.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A: Summary and Review

Unit B: Looking at How the Past Has Affected the Children in my Care

- The Impact of Abuse and Neglect on Children: Helps caregivers understand how children are affected by their experiences of abuse and neglect; and how maltreatment impacts the children's emotions and behaviors.

Unit C: Separation and Loss: The Grieving Process

- How Loss Shapes Our Development: Provides a conceptual foundation for caregivers in understanding loss as it relates to themselves and the children placed in their care.
- The Grieving Process: Helps caregivers develop a knowledge base about loss and grieving in kinship care placements.
- Impact of Loss on Feelings and Behaviors: Helps caregivers identify the behaviors of children who are grieving along with their own feelings to these behaviors; allows caregivers to begin developing strategies which helps the children go through the various stages of grieving.

## KEPS Meeting 4

### Assessing the Strengths and Needs of Children in My Care (cont'd)

- Turning Loss into Gains: Provides an opportunity for caregivers to further explore grieving as it relates to their own lives and assess their own strengths and needs relative to loss.

Unit D: Staying Focused on the Positive

## KEPS Meeting 5

### Building on the Strengths and Meeting the Needs of Children in My Care

This meeting builds upon Meeting 4 and introduces important concepts about child development and the impact of abuse and neglect on expected child development.

Children who have been abused, neglected and placed in care often demonstrate behaviors that are problematic for families. Kinship caregivers examine these behaviors and, using each other as resources, consider methods for helping children get their needs met in healthy and safe ways (complete the cycle of healthy attachment), feel good about their relationships with other children and adults, and develop a positive self-concept.

By the end of this meeting, participants will be able to:

- Identify key learning points from Meeting 4.
- Identify key topics or issues to be covered in Meeting 5.
- Define transitional issues.
- Describe transitional issues for children living in Kinship Care Provider homes.
- Describe strategies for managing children's transitional issues.
- Identify ways they can help children better understand their current living situation.
- Identify ways they can build on children's strengths to manage children's behaviors and/or transitional issues.
- Support each other and give and receive feedback on the strategies they identify.
- Identify mental health resources and services available through DCFS and other community systems.
- Identify their own family members' mental health needs.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A: Summary and Review

Unit B: How Children Grow and Develop

- Stages of Development: The Jigsaw Puzzle Child: Provides a knowledge foundation about expected child development and the impact of physical abuse, sexual abuse and neglect on development.
- Building Positive Attachments: Provides the foundation for the groups' understanding of how attachment develops and how abuse and maltreatment affect the development of healthy attachments. Building this knowledge foundation is essential to enabling caregivers to determine their willingness and ability to help rebuild and support the positive attachments of children who have been abused and neglected.

Unit C: Helping Children Manage Their Behaviors

- Helping Children Express Feelings and Manage Behaviors: Provides the conceptual foundation for the participant's assessment of their role in helping children who have been abused and neglected manage their behaviors.
- Managing Challenging Behaviors: Provides alternative ways to help children manage their own behaviors and a facilitates personal and family assessment of parental interventions designed to help children and youth manage their own behaviors.

**KEPS Meeting 5**

**Building on the Strengths and Meeting the Needs of Children in My Care  
(cont'd)**

Unit D: Staying Focused on the Positive

## KEPS Meeting 6

### Preparing Children and Youth for the Future

This meeting assists caregivers in understanding their role and responsibilities in the education of the children in their care and in preparing adolescents for independent living.

By the end of this meeting, participants will be able to:

- Identify key learning points from KEPS Module 5.
- Identify key issues and topics for KEPS Module 6.
- Describe the DCFS Educational Initiative.
- Identify the goals of the Enrichment Plus Program.
- Describe their roles and responsibilities in the education of the children placed in their care.
- Describe the roles and responsibilities of the CSW in supporting the education of children placed in their care.
- Describe the roles and responsibilities of the school system in supporting the education of children placed in care.
- List ways they can work with the school system.
- Define emancipation.
- Describe emancipation planning.
- Identify the goals of emancipation planning.
- Describe the Independent Living Program.
- Identify their roles and responsibilities in supporting the involvement of youth in emancipation planning.
- Identify the roles and responsibilities of the CSWs and emancipation assistants in supporting youth's participation in emancipation planning.
- Identify the systems of support for the birth parents.
- Identify the stresses for birth parents.
- Describe the life situations of birth parents.
- Identify recreation resources services available through DCFS and other community programs.
- Identify their own family members' recreational needs.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A: Summary and Review

Unit B: Enrichment Through Education

Unit C: Preparing Young People for Independence

- Helping Youth Achieve Adult Self- Sufficiency

Unit D: Helping the Children in My Care Deal with Past and Present Experiences

- Identifying Children's Transitional Issues

- Developing Behavior Management Strategies

Unit E: Staying Focused on the Positive

## KEPS Meeting 7

### Dilemmas and Crises of the Birth Family

This meeting provides an opportunity for the group to examine the challenges and issues affecting children and their birth parents. This meeting provides caregivers with information to ensure the safety of children and youth and to meet the needs of youth who may be gay, lesbian, bisexual or transgendered. It introduces the participants to the transitional issues of children living with kinship caregivers and how these issues are manifested in children's behavior. Participants identify challenging behaviors of individual children in their care and the underlying transitional issues that may be causing the behavior. The latter half of this meeting is devoted to helping caregivers understand the family systems of their immediate household and those of the birth parents.

By the end of this meeting, participants will be able to:

- Identify key learning points from Meeting 6.
- Identify key issues and topics for Meeting 7.
- Identify transitional issues for birth parents.
- Describe strategies for managing the transitional issues and resultant behaviors of birth parents.
- Define chemical dependence.
- Define the disease concept of chemical dependence.
- Define recovery.
- Identify the components of recovery.
- Define relapse.
- List the warning signs of relapse.
- Describe typical roles assumed by family members of individuals who are chemically dependent.
- Describe the feelings associated with dealing with someone who is chemically dependent.
- Identify the transitional issues of birth parents of the children in their care.
- Identify the chemical dependence issues of birth parents of the children in their care.
- Identify management strategies to deal with birth parents' transitional issues.
- Identify management strategies to deal with birth parents' chemical dependence issues.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A: Summary and Review

Unit B: Navigating a Safe Passage Through Adolescence

- Navigating a Safe Pathway for Adolescent Life Challenges: Helps the participants identify their concerns for and develop strategies to ensure the emotional and physical safety of children and young people placed in their care. Group discussions will provide the opportunity for caregivers to explore challenging life issues for young people as well as address their own safety concerns. Through informational fact sheets, children and young people will be presented to allow caregivers to understand the issues and provide support as it relates to teen pregnancy, teen parenting, GLBT(gay, lesbian, bisexual and transgendered) orientation, gang involvement and internet safety.

## KEPS Meeting 7

### Dilemmas and Crises of the Birth Family (cont'd)

- Unit C: Walking in the Shoes of Birth Parents
- The Family as a System: Provides participants with the knowledge foundation for looking at families as systems that function interdependently.
  - Examining the Birth Family's System of Functioning: Helps participants examine birth families from a systems approach and the internal and external factors that affect birth parents' current family situations. Participants compare and contrast their family systems with the characteristics of the birth parent's family system. This activity helps caregivers identify the types of relationships in which birth parents are involved and the impact of these relationships on their lives; and identify the stressors affecting the lives of birth parents.
- Unit D: Staying Focused on the Positive

## KEPS Meeting 8

### Understanding the Issues of Birth Parents

This meeting provides an opportunity for the participants to continue examining the challenges birth parents face. It also will give the caregivers a better understanding of the transitional issues for birth parents and how these issues interplay with the caregivers' own transitional issues. The meeting will provide caregivers with an understanding of the nature of chemical dependence and its effects on birth parents and their ability to assume the primary parenting role with their children.

By the end of this meeting, participants will be able to:

- Identify key learning points from KEPS Meeting 7.
- Identify key issues and topics for KEPS Meeting 8.
- Define family.
- Describe the characteristics of a family system.
- Identify parenting roles that parents assume with their children.
- Describe the potential conflicts that can arise when birth parents and Kinship Care Providers assume the same parenting roles.
- Define conflict resolution.
- Describe the steps of conflict resolution.
- Describe ways to resolve conflicts related to sharing parenting roles.
- Recognize the importance of visits and maintaining contact between birth parents and their children.
- Describe their own feelings regarding visits and contacts.
- Describe common problems with visits and contacts.
- Identify strategies for working with birth parents to make visits and contacts more successful.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A: Summary and Review

Unit B: Birth Parents and Their Challenges

- Identifying and Managing the Transitional Issues of Birth Parents
- Chemical Dependence: An overview of chemical dependence and describes its impact on the birth parents' ability to meet the safety and permanency needs of their children.
- Developing Management Strategies for Working with Birth Parents

Unit C: Staying Focused on the Positives



## KEPS Meeting 9

### Working with Birth Parents to Achieve Permanency for Their Children

This meeting examines how caregivers can redefine their relationship with birth parents in order to ensure children's physical safety and emotional well-being while supporting birth parents' efforts to achieve permanency for their children.

By the end of this meeting, participants will be able to:

- Identify key learning points from Meeting 8.
- Identify key issues and topics to be covered in Meeting 9.
- Describe the process for the development of the Family Plan.
- Identify the sections in the Family Plan.
- Identify the strengths of their family.
- Identify needs of their family.
- Develop a Family Plan for their own family.
- Identify effective strategies for discussing their family's needs with the children's social worker.
- Have a clearer, more realistic understanding of their own ability, readiness and willingness to continue caring for children.
- Share personal information, emotions, hopes and fears.
- Support each other in the sharing of personal information, emotions, hopes and fears.
- Describe their experience in the group.
- Identify next steps for continuing their support of each other.

Unit A: Summary and Review

Unit B: Involving Birth Parents with Children and Caregivers

- Redefining and Sharing Parenting Roles: Builds on earlier discussion in Meeting 7 about the characteristics of family systems. It focuses on family roles and the conflicts that can arise when caregivers and birth parents share these roles.
- Resolving Conflicts Through Negotiating: Introduces participants to negotiation skills they can use for resolving conflicts which occur among the birth family and other support or service systems.
- Importance of Visits and Contacts Between: Helps participants better understand the importance of visits and contacts between birth parents and children. It provides participants with the opportunity to explore their own feelings about having birth parents visits and maintain contact with the children; identify problems with visits and contacts, and develop strategies for ensuring success with visits and contacts.

## KEPS Meeting 10

### Skills and Tools that Increase Kinship Caregivers' Effectiveness

This meeting explores the skills and tools that increase caregivers' effectiveness in working with children, birth parents, agency staff and in managing their own resources.

Unit A: Summary and Review

Unit B: Communicating Effectively

- The Caregiver's Toolkit for Effective Advocacy: Introduces the concept of active listening as effective communication which serves as a foundation for building communication skills. These skills are essential in working collaboratively with those involved in the care of the children and youth living with the caregivers.
- Using Communication Skills: Provides a model and application of the especially challenging communication technique of reflective responses. Participants will also have an opportunity to demonstrate the technique of active listening.

Unit C: Managing Resources

- Stretching the Clock to Make Time for You: Helps caregivers budget their most valuable resource – their time- so that their own needs will receive priority. This helps to reduce caregiver burnout and helps them feel rewarded in their challenging roles as kinship caregivers.

Unit D: Staying Focused on the Positives

## KEPS Meeting 11

### Collaboration for Safety and Well-Being

This meeting provides an overview of the collaboration process, including the components of collaboration and the nine major issues that require collaboration. This meeting concludes with a simulation activity allowing participants to apply the knowledge and skills developed in previous meetings. Participants role play a family conference where they apply their knowledge of case planning, family conferencing, family systems, birth parents' transitional issues, children's strengths and needs, communication, advocacy, and collaboration.

Unit A: Summary and Review

Unit B: The Collaboration Process

- How and Why
- Defining Collaboration: Introduces the concepts, definition and components of the collaboration process.
- Setting the Stage for Collaboration in Family Conferences: Caregivers are their best advocates and as well the best advocate for the children in their care. By understanding the purpose and process of family conferences, participants learn how collaboration and advocacy skills can enhance the effectiveness of their participation in family conferences.

Unit C: Putting It All Together

- Simulating a Family Conference
- Working as an Effective Team Member: This simulation activity provides additional information and practice for caregivers to use their communication, advocacy and collaboration skills in their roles as critical members of the child welfare team.

Unit D: Staying Focused on the Positives

## KEPS Meeting 12

### Networking and Moving Ahead

This meeting provides participants with the opportunity to identify available personal and community resources and complete their assessment of their ability to meet the long-term needs of the children in their care. Participants will develop a Family Plan which will be shared with their children's social workers for the purpose of planning for the children. Participants will have the opportunity to plan with each other for how they can maintain contact once the meetings are completed.

By the end of this meeting, participants will be able to:

- Identify key learning points from Meeting 8.
- Identify key issues and topics to be covered in Meeting 9.
- Describe the process for the development of the Family Plan.
- Identify the sections in the Family Plan.
- Identify the strengths of their family.
- Identify needs of their family.
- Develop a Family Plan for their own family.
- Identify effective strategies for discussing their family's needs with the children's social worker.
- Have a clearer, more realistic understanding of their own ability, readiness and willingness to continue caring for children.
- Share personal information, emotions, hopes and fears.
- Support each other in the sharing of personal information, emotions, hopes and fears.
- Describe their experience in the group.
- Identify next steps for continuing their support of each other.

Unit A: Summary and Review

Unit B: Staying Positive through the Hard Times

- When a Door Closes
- Finding a Window of Hope: Provides an opportunity for caregivers to identify resources that are needed and available to support and assist in the care of the children placed in their homes.

Unit C: The Family Plan

- Overview of the Family Plan: Assists caregivers in understanding the purpose of the Family Plan and the process for developing their individual Family Plans.
- Assessing My Family's Strengths and Needs and Developing a Family Plan: Helps participants summarize their own strengths and needs, as well as those of the children in their care and other households members. These strengths and needs, along with strategies for building on strengths, meeting needs and accessing services, are summarized in the Family Plan.

Unit D: Group Closure

- Moving Ahead: A Rites of Passage Celebration: Provides each participant with an opportunity to say goodbye to the facilitators and group members and to be recognized for their completion of the educational/group support program for

## KEPS Meeting 12

### Networking and Moving Ahead (cont'd)

kinship caregivers. Participants will receive a Support Network List so they can remain in contact with each other after the program ends.

SAMPLE  
PRICING SCHEDULE

The CONTRACTOR'S pricing schedule will become SOW Exhibit A-6.

**(TO BE INSERTED UPON CONTRACT EXECUTION)**

Fixed Cost Per Participant Attendance Per Module \$ \_\_\_\_\_

Fixed Cost Per Participant who graduates from KEPS \$ \_\_\_\_\_

Fixed Cost Per Participant who increases his/her pre- and post-test score by a minimum of 10%  
\$ \_\_\_\_\_

Less \_\_\_\_\_% match from CONTRACTOR  
\$ \_\_\_\_\_

**Total Cost Payable to CONTRACTOR \$ \_\_\_\_\_**

**for each participant who graduates and increases test score by a minimum of 10%.**

The thirty-six (36) hour KEPS Training series consists of twelve three-hour training modules completed over an eight (8) week period with a starting class size between twelve (12) and twenty (20) potential foster/adoptive parent participants.

**ANNUAL CONTRACT COST RECAP:**

Maximum Total Contract Sum \$ \_\_\_\_\_

Total CONTRACTOR'S Match at \_\_\_\_\_%  
\$ \_\_\_\_\_

at \_\_\_\_\_% of total Project Cost

Total Completed Series Cost  
\$ \_\_\_\_\_

The approved Line Item Budget (RFP, PART E, Required Forms, Form 4-B) will become SOW Exhibit A-7.

**(LINE ITEM BUDGET TO BE INSERTED UPON CONTRACT EXECUTION)**

**BUDGET NARRATIVE**

**Individualized Contractor's Budget Narrative to be inserted here**



**SERVICE DELIVERY SITES**

**Individualized Contractor's Service Delivery Sites to be inserted here**

**PROPOSER'S/OFFEROR'S EEO CERTIFICATION**

---

Proposer/Offeror's Name

---

Address

---

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010, County Code, of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti discrimination laws of the United States of America and the State of California.

---

AUTHORIZED SIGNATURE

---

DATE

---

Name / Title / Name of Company or Organization

**COMMUNITY BUSINESS ENTERPRISE FORM (CBE)**

**FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: All Proposers/contractors must have this form on file with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization", sign page 2 and return the form to DCFS.

**TYPE OF BUSINESS STRUCTURE:**

(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:**

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

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

	Black/ African American	Hispanic/ Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

**LAC/CBE SANCTIONS**

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing/bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name / Title / Name of Company or Organization

**CONTRACTOR's EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT FORM**

I understand that my employer, \_\_\_\_\_ (i.e., CONTRACTOR/SUBCONTRACTOR), has entered into a Contract with the County of Los Angeles (i.e., COUNTY) or CONTRACTOR/SUBCONTRACTOR to provide services. As a condition of my being employed by CONTRACTOR/SUBCONTRACTOR for the provision of these services, I am signing this Employee Acknowledgement and Confidentiality Agreement Form. I understand and agree that I am not an employee of COUNTY for any purpose and that I do not have any and will not acquire any rights or benefits from COUNTY as a result of any agreement between my employer (i.e., CONTRACTOR/SUBCONTRACTOR) and COUNTY.

As an employee of CONTRACTOR/SUBCONTRACTOR involved with providing these services, I may have access to confidential information pertaining to clients of DCFS. I understand and agree that any and all information and data, whether written or oral, obtained about DCFS clients or from DCFS clients while performing work pursuant to the Contract between CONTRACTOR and COUNTY is to be kept confidential and shall not be discussed with or disclosed to anyone except those specifically authorized by law or by order of the juvenile court.

I understand that I may not discuss any situation(s), which could possibly identify an individual, nor shall names, addresses, or other identifying information of applicants, clients, foster parents, or birth parents ever be discussed with any unauthorized person. I will not read narratives, letters, documents, or other information except as necessary in the performance of my duties.

I agree to refer all requests for the release of information received by me to my immediate supervisor.

I recognize and acknowledge that the unauthorized release of confidential information may subject me to civil and/or criminal action.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND I AGREE TO COMPLY WITH THESE STATEMENTS.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title/Position

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

**(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)**

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

\_\_\_\_\_  
CONTRACTOR NAME

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

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

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

**Attachment C-I (Cont.)**

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

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

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

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

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

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Attachment E-1, attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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



## **AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

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

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

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 Basis of Accounting**

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

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

###### **Accrual Basis**

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

###### **Accruals**

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

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

1.3 Prepaid Expenses

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

2.0 Accounting System

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

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

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

### 2.3 Cash Disbursements Journal

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

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

- date
- check number
- cash (credit) column
- expense account name
- description

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

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

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

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

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

## 2.4 General Ledger

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

## 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

## 2.6 Payroll Register

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

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - accrual period
  - gross pay
  - itemized payroll deductions
  - net pay amount
  - check number

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

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

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

## 2.7 Contractor Invoices

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

## 3.0 Records

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

### 3.1 Retention

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

### 3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

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

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

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

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

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

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

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

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

### 3.3 Payments to Affiliated Organizations or Persons

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

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

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

### 3.4 Filing

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

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

### 3.5 Referencing

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

- invoices – vendor name and date
- checks – number
- vouchers – number
- revenue – receipt number

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

### 4.0 Donations and Other Sources of Revenue

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

## 5.0 Audits

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

## 6.0 Single Audit Requirements

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

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

## 7.0 Subcontracts

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

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

## **B. INTERNAL CONTROLS**

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

### 1.0 Cash Receipts

#### 1.1 Separate Fund or Cost Center

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



## 1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

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

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

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

## 1.3 Separation of Duties

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

## 1.4 Bank Reconciliation

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

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

## 2.0 Disbursements

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

## 2.2 Approvals and Separation of Duties

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

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

## 2.3 Petty Cash

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

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

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

## 2.4 Credit Cards

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

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

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

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

## 3.0 Timekeeping

### 3.1 Timecards

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

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

### 3.2 Personnel and Payroll Records

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

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

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations

- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

#### Benefit Balances

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

#### Limitations on Positions and Salaries

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

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

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

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

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

#### Separation of Duties

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

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

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

## 4.0 Fixed Assets

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

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

#### 4.1 Acquisition

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

#### 4.2 Identification and Inventory

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

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

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

#### 4.3 Security

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

#### 4.4 Property Management

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

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

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

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

## **C. COST PRINCIPLES**

### 1.0 Policy

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

#### 1.1. Limitations on Expenditures of Program Funds

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

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

#### 1.2 Expenses Incurred Outside the Agreement Period

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

#### 1.3 Budget Limitation

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

#### 1.4 Unspent Funds

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

#### 1.5 Necessary, Proper and Reasonable

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

## 2.0 Allocation of Cost Pools

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

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

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

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

### 2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

### 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost

objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

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

### 2.3 Acceptable Indirect Cost Allocation Methods

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

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

#### Simplified Allocation Method

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

Example:

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

#### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses



are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

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

#### Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

### 2.4 Cost Allocation Plan

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

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

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

## Negotiated Indirect Cost Rates

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

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

## D. UNALLOWABLE COSTS

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

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

## E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

## F. MISCELLANEOUS REQUIREMENTS

### 1.0 Insurance

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

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

## 2.0 Activity

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



**Notice 1015**

(Rev. November 2002)

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

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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers. **A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

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

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate. **Note:** *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

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

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**  
**Notice 1015**

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

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Notice 1015  
(Rev. 11-2002)



**“Contractor Employee Jury Service”**

**Los Angeles County Code Sections 2.203.010 through 2.203.090**

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

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

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

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**Estado de California  
Gray Davis, Gobernador**

**Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Grantland Johnson, Secretario**

**Departamento de Servicios Sociales  
(Department of Social Services)  
Rita Saenz, Directora**



**Consejo de Supervisores del Condado de Los Angeles**

**Gloria Molina, Supervisora, Primer Distrito**

**Yvonne Brathwaite Burke, Supervisora, Segundo Distrito**

**Zev Yaroslavsky, Supervisor, Tercer Distrito**

**Don Knabe, Supervisor, Cuarto Distrito**

**Michael D. Antonovich, Supervisor, Quinto Distrito**

**Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.**

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado tener este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**ADMINISTRATION OF CONTRACT - CONTRACTOR  
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S  
NAME:

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

**CONTRACTOR'S PROGRAM DIRECTOR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor shall be sent to the following address:

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

**ADMINISTRATION OF CONTRACT - COUNTY  
COUNTY'S ADMINISTRATION**

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

**COUNTY PROGRAM DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY PROGRAM MANAGER:**

Name: Jennifer Lopez  
Title: Program Manager  
Address: 9834 Norwalk Blvd.  
Santa Fe Springs, CA 90670  
Telephone: 562 777-1746  
Facsimile: 562 777-1633  
E-Mail Address: [lopezje@dcss.lacounty.gov](mailto:lopezje@dcss.lacounty.gov)

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

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

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

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

**CERTIFICATION**

**YES**

**NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

OR

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

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( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

**USER COMPLAINT REPORT  
KINSHIP EDUCATION, PREPARATION, AND SUPPORT SERVICES**

This form is to be used by DCFS users of Kinship Education, Preparation, and Support Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_

DCFS Office Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- Contractor is not responding to messages.
- Contractor is not available during normal business hours.
- Illegal or inappropriate behavior by Contractor.
- Contractor not submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

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**To report an urgent/serious problem, call Jennifer Lopez at: (562) 777-1746.**

Send UCR to Jennifer Lopez, Program Manager, 9834 Norwalk Blvd., Santa Fe Springs, CA 90670, and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

## AGREEMENT

### CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment M.

#### 1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Services” has the same meaning as in this Contract.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

## **2.0 OBLIGATIONS OF CONTRACTOR**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:**

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment M;
- (b) shall Disclose Protected Health Information to COUNTY upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
- (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.
- 2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:



Chief Information Office Privacy Officer  
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 493  
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made

by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COUNTY**

3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

### **1.0**

### **4.0 TERM AND TERMINATION**

4.1 Term. CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:

- (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
- (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

#### 5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Attachment M.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment M is contrary to any other provision of this Contract, the provision of this Attachment M shall control.
- 5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

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

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### ***WE RECOGNIZE...***

#### ***The importance of small business to the County...***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow...***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE

**Sections:**

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

**2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions. For purposes of this chapter, the following definitions apply:**

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 Determination of contractor non-responsibility.**

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of

evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 Debarment of contractors.**

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and



recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

**Vendor Name:**

ADVANCED BUILDING MAINTENANCE

**Alias:**

**Debarment Start Date:**

6/14/2005 **Debarment End Date:** 6/13/2008

**Principal Owners and/or Affiliates:**

Michael Sullivan Erlinda Sullivan

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**Vendor Name:**

INSPECTION ENGINEERING CONSTR

**Alias:**

Inspection Engineering Construction

**Debarment Start Date:**

6/13/2006 **Debarment End Date:** 6/12/2016

**Principal Owners and/or Affiliates:**

Jamal Deaifi

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**Vendor Name:**

LA INTERNET CORPORATION

**Alias:**

2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")

**Debarment Start Date:**

9/9/2003 **Debarment End Date:** 9/8/2006

**Principal Owners and/or Affiliates:**

Albert Reda

Ken Reda

Louis Cherry

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**Vendor Name:**

MTS Advanced Corp.

**Alias:**

**Debarment Start Date:**

2/8/2005 **Debarment End Date:** 2/7/2008

**Principal Owners and/or Affiliates:**

Emir Khan / Zulaine Hernandez

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