



PHILIP L. BROWNING
Director

BRANDON NICHOLS
Chief Deputy Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

HILDA L. SOLIS

First District

MARK RIDLEY-THOMAS

Second District

SHEILA KUEHL

Third District

DON KNABE

Fourth District

MICHAEL D. ANTONOVICH

Fifth District

December 06, 2016

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

Dear Supervisors:

**REQUEST TO APPROVE CONTRACTS FOR THE
RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) is requesting approval to execute twenty-three (23) Relative Support Services (RSS) Demonstration Project contracts with twelve (12) Relative Home Assessment Services (RHAS) contracts, and eleven (11) Relative Support Services (RSS) contracts with various community-based organizations (CBOs) to train and prepare relatives as resource foster care placements for court supervised and non-supervised children and Probation youth beginning December 15, 2016, or date of execution, through December 14, 2017, with an option to extend for up to two additional one-year renewal periods through December 14, 2019, and an additional six month extension, if necessary, to complete a solicitation or negotiation of a new contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the RSS Demonstration Project contracts, as described herein, can be performed more economically by CBOs than by County employees.
2. Approve the attached Request for Appropriation Adjustment (Attachment I) to increase \$17,277,000 in appropriation and \$17,277,000 revenue from State-2011 Realignment Revenue to fund FY 2016-2017 Services and Supplies for the RSS Demonstration Project.
3. Delegate authority to the Director of DCFS, or his designee, to execute twelve (12) RHAS

contracts in substantially similar form to Attachment II, and eleven (11) RSS contracts in substantially similar form to Attachment III, with the contractors listed on Attachment IV, effective for one year from the date of execution, with an option to extend for up to two additional one-year periods.

The estimated annual cost of the RSS Demonstration Project is approximately \$17,277,000; the estimated annual cost of the RHAS contracts is \$10,967,021, the estimated annual cost of the RSS contracts is \$4,046,900, and the estimated annual Relative Caregiver Emergency Fund (RCEF) budget is \$2,263,005. The estimated total contract cost, including the cost of the two one-year options and the additional six-month option, is \$60,469,241 financed using 100 percent State-2011 Realignment funds.

4. Delegate authority to the Director of DCFS, or his designee, to exercise each of the one-year renewal options and the additional six-month option by written notice, and instruct the Director of DCFS to notify the Board and the CEO within ten working days of issuing such notices.

5. Delegate authority to the Director of DCFS, or his designee, to execute amendments to the contracts in the event there is a change in the rate of reimbursement, provided: (a) the amendments do not include cost of living adjustments (COLA), (b) sufficient funding is available for increases, (c) County Counsel approval is obtained prior to executing the amendments, and (d) the Director of DCFS to notify the Board and CEO in writing within ten working days of execution of such amendments.

6. Delegate authority to the Director of DCFS, or his designee, to prepare and execute contract amendments to increase or decrease their maximum contract amounts by no more than ten percent per year of the original Maximum Annual Contract Sum during the term of each of the contracts to accommodate increases in units of services provided: (a) the amendments do not include cost of living adjustments (COLA), (b) sufficient funding is available for increases, (c) County Counsel approval is obtained prior to executing the amendments, and (d) the Director of DCFS to notify the Board and CEO in writing within ten working days of execution of such amendments.

7. Delegate authority to the Director of DCFS, or his designee, to prepare and execute amendments to the RSS Demonstration Project contracts for changes affecting the scope of work or to any of the terms and conditions included under this contract provided: (a) the amendments do not include cost of living adjustments (COLA), (b) sufficient funding is available for increases, (c) County Counsel approval is obtained prior to executing the amendments, and (d) the Director of DCFS to notify the Board and CEO in writing within ten working days of execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 9, 2015, the County of Los Angeles Board of Supervisors passed a Board Motion, introduced by Supervisors Sheila Kuehl and Mark Ridley-Thomas, Supporting Our Relative Caregivers, that directed DCFS, in consultation with the Chief Executive Officer, the Office of Child Protection, and the Departments Public of Social Services (DPSS) and Community and Senior Services (CSS), to report back on all the following in time for inclusion in the 2015-16 Supplemental Changes to the Budget:

1. DCFS shall report back on the programs and services (including DPSS and CSS programs) provided to relative caregivers as well as an analysis of the gaps where additional support is needed from both countywide and regional perspectives.

2. Using the solicitation process for the Prevention Initiative Demonstration Project as a model, DCFS shall issue a Request for Information to partner with CBOs (one in each Supervisorial District) to develop Kinship Support programs, and allocate up to \$1.25 million annually from its existing budget to contract with qualified CBOs for these purposes. While each program would be different to meet the unique needs of each community, funds will allow providers to establish and operate the program, including staffing, space for out-stationing DCFS staff on-site partial time, program activities and direct support for families in need. Appropriate community-based providers must be able to demonstrate robust experience in the past five years in prevention and after care services, as well as experience in Family Visitation Center models.

The recommended actions will comply with the Board Motion, and provide community-based relative support services that will consist of training relatives to become resource families for DCFS supervised and non-supervised youth, and Probation youth who need out-of-home placements. The County does not have the capacity to provide these services at the level required to meet the increasing need for out-of-home placements. With the approval of CDSS, the County has deferred to the services of community-based organizations to ensure availability of out-of-home placements with relatives via the RSS Demonstration Project, which was developed using the State's Resource Family Approval (RFA) model. These services will ensure the safety and quality of placements required for this population.

Without approval of the recommended actions, many County children needing placements will not have the opportunity to transition into out-of-home care with someone they know and or at least, have had some sort of contact with over the course of their lives.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of Countywide Strategic Plan (CSP) Goal #2 – Community Support and Responsiveness: Enrich lives of Los Angeles County residents by enhanced services, and effectively planning and responding to economic, social, and environmental challenges, and CSP Goal # 3 – Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. The recommended actions will ensure availability of placements for DCFS' foster children and Probation youth with relatives through the Resource Family Approval process using the Relative Support Services Demonstration Project concept, which will result in meeting the target population's social and emotional well-being, while residing in a safe environment with a relative(s).

FISCAL IMPACT/FINANCING

Approve the attached Request for Appropriation Adjustment (Attachment I) to increase \$17,277,000 in appropriation and \$17,277,000 revenue from State-2011 Realignment Revenue to fund FY 2016-2017 Services and Supplies for the RSS Demonstration Project.

The Maximum Annual Cost for the RSS Demonstration Project contracts is approximately \$17,277,000, including \$2,263,005 for the RCEF. The estimated total contract cost, including the cost of the two one-year options and the additional six-month option is \$60,469,241. The contractors will be reimbursed in arrears each month for services provided. The RCEF will be disbursed per the contractors' monthly reimbursement invoice. There will be no impact on NCC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RSS Demonstration Project was created in accordance to the Welfare and Institutions Code Section 18200, which in part, encourages counties to establish demonstration and experimental projects calculated to achieve objectives that strengthen, extend, and improve public welfare services and their administration.

The RSS Demonstration Project is comprised of two components, RHAS and RSS, which were designed to train and prepare relative caregivers to become resource placements for Court supervised/non-supervised children and Probation youth. The creation of this demonstration project stems from the State's mandated Resource Family Approval model, which has been adopted to enhance DCFS and surrounding counties' Adoption and Safe Families Act programs.

DCFS has confirmed that none of the agencies are listed in the Contractor Alert Reporting Database (CARD).

DCFS' internal Outstanding Debt report for the period ending September 30, 2016, revealed that seven agencies have some debt and are making payments timely. However, Guardians of Love was contacted regarding a late payment, which prompted the agency to make a November 17, 2016, payment of \$3,000 towards their debt.

The County has no obligation to pay for any services exceeding the maximum contract sum. The contractors will not be asked to perform services that exceed the contract amount.

The CEO and County Counsel have reviewed the contracts and Board letter. The attached form contracts have been approved as to form by County Counsel.

CONTRACTING PROCESS

On March 19, 2015, DCFS held the first of several stakeholders' meetings to ascertain feedback from the community regarding their level of interest in partnering with our Department's effort to roll out the RSS Demonstration Project. On February 24, 2016, the State of California Department of Social Services (CDSS) issued DCFS an approval letter to procure by negotiation one or more contracts for Relative Home Assessment and Support Services. On April 13, 2016, DCFS released a Request for Information (RFI) to request Statements of Interest (SOIs) from CBOs and or interested parties. The RFI was released in compliance with a June 9, 2015, Board Motion that instructed DCFS to partner with CBOs

to ensure greater support for relative caregivers. In lieu of a proposer's conference, an informational meeting was held April 20, 2016, to address any questions resulting from the RFI.

The California Department of Social Services (CDSS) approved the use of RFI contracting for this program. DCFS also consulted with County Counsel who supported this approach.

There were 18 qualified agencies identified through the RFI as candidates for a potential contract to provide RHAS and RSS services, and to assist DCFS in implementing the state-mandated Resource Families Approvals concept.

On September 9, 2016, DCFS finalized its negotiations with all the agencies that were selected via an SOI their agency had submitted in response to the RFI.

Although, the Department has determined that a Cost-of-Living Adjustment (COLA) provision was not required for these contracts, these contracts will comply with the Living Wage Program (County Code Chapter 2.201).

The Auditor-Controller reviewed the Proposition A cost analyses for the five agencies (ChildNet Youth and Family, Penny Lane, Guardians of Love, The Dangerfield Institute and Rosemary Children's Services) whose contracts are over \$1 million and noted that the contracts appear to be cost effective.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

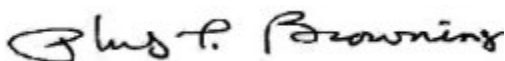
This contract will not infringe on the role of the County in relationship to its residents, and there is no risk exposure to the County.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to:

Department of Children and Family Services
Contracts Administration Division
Attn: Leticia Torres-Ibarra, Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

Respectfully submitted,



PHILIP L. BROWNING

Director

PLB:KRLTI:mn

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

PINK (1)

BA FORM 09/09

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**DEPT'S.
NO. 350

November 29, 2016

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR**FY 2016-17****4 - VOTES****SOURCES**

CHILDREN AND FAMILY SERVICES - ADMINISTRATION
A01-CH-88-8921-2000-26200
2011- REALIGNMENT SOCIAL SERVICES
SERVICES & SUPPLIES
INCREASE REVENUE \$17,277,000

USES

CHILDREN AND FAMILY SERVICES - ADMINISTRATION
A01-CH-2000-26200
SERVICES & SUPPLIES
INCREASE APPROPRIATION \$17,277,000

SOURCES TOTAL: \$ 17,277,000**USES TOTAL: \$ 17,277,000****JUSTIFICATION**

Reflects the increase of appropriation and revenue from State - 2011 realignment to fund FY 2016-2017 Services and Supplies RSS Demonstration Project.


 AUTHORIZED SIGNATURE ROGELIO TAPIA, ADMIN. DEPUTY

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR —☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY _____

B.A. NO. _____

20

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY _____

20

SEND 6 COPIES TO THE AUDITOR-CONTROLLER



RELATIVE HOME ASSESSMENT SERVICES

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

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- A-1 Performance Requirements Summary
- A-2 Pricing Schedule
- A-3 Line Item Budget and Narrative
- A-4 Sample Invoice – DCFS
- A-5 Sub Contract Components
- A-6 Weekly Reconciliation Record
- A-7 Monthly Relative Home Assessment Services Completion Report
- A-8 Resource Family Approval Home Environment Checklist
- A-9 Resource Family Home Environment Checklist: Annual Update
- A-10 Resource Family Evaluation – CAP
- A-11 Alternative Plan
- A-12 Training Plan For Resource Families
- A-13 Prospective Resource Parent Training Final Evaluation Form
- A-14 Prospective Resource Parent Training Interim Evaluation Form
- A-15 DCFS RSS Assessment Form
- A-16 Relative Caregiver Emergency Fund (RCEF) Household Purchase Record
- A-17 User Complaint Form
- A-18 Resource Family Approval Request
- A-19 Resource Family Application

B CONTRACTOR'S EEO CERTIFICATION

C-1 CONTRACTOR'S ACKNOWLEDGMENT

C-2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT

C-3 CONTRACTOR NON EMPLOYEE ACKNOWLEDGMENT

D AUDITOR-CONTROLLER HANDBOOK

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G COMMUNITY BUSINESS ENTERPRISES PROGRAM

H JURY SERVICE ORDINANCE
I SAFELY SURRENDERED BABY LAW
J COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM,
K LIVING WAGE PROGRAM
L LIVING WAGE RATES ANNUAL ADJUSTMENTS
M LIVING WAGE ORDINANCE
N PAYROLL STATEMENT OF COMPLIANCE
O CHARITABLE CONTRIBUTIONS CERTIFICATION
P CONFIDENTIALITY OF CORI INFORMATION
Q ZERO TOLERANCE HUMAN TRAFFICKING
R COMPLIANCE WITH ENCRYPTION REQUIREMENTS

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
RELATIVE HOME ASSESSMENT SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 201_ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor".

RECITALS

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

WHEREAS, in accordance to the Welfare and Institutions Code Section 18200, County is permitted to establish demonstration and experimental projects calculated to achieve the objectives stated in this section and to strengthen, extend, and improve public welfare services and their administration; and

WHEREAS, pursuant to California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP), Purchase of Service regulations 23-650.1.18, the County may procure a contract by negotiation; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Relative Home Assessment Services; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, A-1 thru A-19, B, C-1, C-2, C-3, D, E, F, G, H, I, J, K, L, M, N, O P, Q and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 A-1 Performance Requirements Summary
- A-2 Pricing Schedule
- A-3 Line Item Budget and Narrative
- A-4 Sample Invoice – DCFS
- A-5 Sub Contract Components
- A-6 Weekly Reconciliation Record
- A-7 Monthly Relative Home Assessment Services Completion Report
- A-8 Resource Family Approval Home Environment Checklist
- A-9 Resource Family Home Environment Checklist: Annual Update
- A-10 Resource Family Evaluation – CAP
- A-11 Alternative Plan
- A-12 Training Plan For Resource Families
- A-13 Prospective Resource Parent Training Final Evaluation Form
- A-14 Prospective Resource Parent Training Interim Evaluation Form
- A-15 DCFS RSS Assessment Form
- A-16 Relative Caregiver Emergency Fund (RCEF) Household Purchase Record
- A-17 User Complaint Form
- A-18 Resource Family Approval Request
- A-19 Resource Family Application
- 1.2 EXHIBIT B Contractor’s EEO Certification
- 1.3 EXHIBIT C-1 Contractor’s Acknowledgment
- 1.4 EXHIBIT C-2 Contractor Employee Acknowledgment
- 1.5 EXHIBIT C-3 Contractor Non Employee Acknowledgment
- 1.6 EXHIBIT D Auditor-Controller Handbook
- 1.7 EXHIBIT E County’s Administration
- 1.8 EXHIBIT F Contractor’s Administration
- 1.9 EXHIBIT G Community Business Enterprises Program
- 1.10 EXHIBIT H Jury Service Ordinance

- 1.11 EXHIBIT I Safely Surrendered Baby Law
- 1.12 EXHIBIT J County's Defaulted Property Tax Reduction Program
- 1.13 EXHIBIT K Living Wage Ordinance
- 1.14 EXHIBIT L Living Wage Rate
- 1.15 EXHIBIT M Monthly Compliance Report Checklist
- 1.16 EXHIBIT N Payroll Statement of Compliance
- 1.17 EXHIBIT O Charitable Contributions Certification
- 1.18 EXHIBIT P Confidentiality of CORI Information
- 1.19 EXHIBIT Q Zero Tolerance Human Trafficking
- 1.20 EXHIBIT R Compliance With Encryption Requirements

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

2.0 DEFINITIONS

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

- 2.1 **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.2 **Contract** – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including Exhibit A, Statement of Work.
- 2.3 **Contractor** – means the sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.4 **Contractor Project Director** – means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County** – means the County of Los Angeles and includes the Department of Children and Family Services.
- 2.6 **County's Board of Supervisors** – means the governing body of the County of Los Angeles.

- 2.7 **County Program Manager** – means the 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.
- 2.8 **County Program Director** – means the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Program Manager.
- 2.9 **Day or Days** – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.10 **DCFS** – means County’s Department of Children and Family Services.
- 2.11 **Director** – means County’s Director of the Department of Children and Family Services or his or her authorized designee.
- 2.12 **Fiscal Year(s)** – means the 12-month period beginning July 1st and ending the following June 30th.
- 2.13 **Maximum Contract Sum** – means the maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised.
- 2.14 **Participant** – means a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.15 **Program** – means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on or about December 15, 2017, or when executed by County’s Board of Supervisors, whichever is later, and shall expire December 15, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods for a maximum total Contract term of three years, followed by an additional six-month period, if needed, to

complete a competitive solicitation process. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee by written notice to the Contractor, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.

- 4.3 County will issue a written start notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.
- 4.4 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.5 The Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Maximum Contract Sum for this Contract is \$ _____. The Maximum Annual Contract Sum is _____ for the contract period.
- 5.2 County and Contractor agree that this is a firm-fixed cost reimbursement Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor as specified in Exhibit A-2, Pricing Schedule for the services set forth in Exhibit-A, Statement of Work, in accordance with Section 5.7 of this Contract.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit E - County's Administration.
- 5.5 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget herein referred to as "Budget."

The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

5.6 No Payment for Services Provided Following Expiration/ Termination of Contract

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

5.7 Invoices and Payments

5.7.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of compensation specified in the Exhibit A-2, Pricing Schedule, as supported by Exhibit A-3 Line Item Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.

5.7.2 The Contractor without prior approval of County may reallocate up to a maximum of five percent (5%) of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.

5.7.3 The Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation

whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

5.7.3.1 No invoice will be approved for payment unless Exhibit N – Payroll Statement of Compliance is included.

5.7.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) 2 CFR Part 220 and 2 CFR Part 215. Contractor is responsible for obtaining the most recent version of the OMB regulations which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

5.7.5 The Contractor shall submit the original monthly invoice and supporting documentation Exhibit A-4 to the DCFS Accounting Services and one copy to the DCFS County Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attn: Bedrae Davis, CSA III
10355 Slusher Drive
Santa Fe Springs, CA 90670

OR

Susan Tucker, ARA
8300 S. Vermont Ave
Los Angeles, CA 90044

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

5.7.7 Local Small Business Enterprises – Prompt Payment Program

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

5.7.8 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

5.7.9 The Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

5.7.10 The 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.

5.7.11 Suspension and withholding of payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

5.7.12 County and Contractor agree that the payment rate referenced in this Contract is based on the established rate set by the County. During the term of this Contract, County shall compensate the Contractor for services based on the set rate for each type of service.

5.7.13 Any preparatory services rendered by the Contractor prior to receipt of referrals shall be the responsibility of the Contractor.

5.8 Funding Adjustments and Reallocations

- 5.8.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Contract Sum as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Contract Sum as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.
- 5.8.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.
- 5.8.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Program Director

The role of the County's Program Director may include:

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

6.2 County's Program Manager

The role of the County's Program Manager is authorized to include:

- meeting with the Contractor's Project Director on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

7.1 Contractor's Project Director

- 7.1.1 The Contractor's Project Director is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the

County in writing of any change in the name or address of the Contractor's Project Director.

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit C-1.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit C-2.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit C-3.
- 7.5.7 Contractor shall notify County of any attempt to obtain confidential records through the legal process.

- 7.5.8 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer
- 7.5.9 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 7.5.10 By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code # 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.
- 7.5.11 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Attachment P, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Director or his/her designee. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract

shall be prepared and executed by the Contractor and by the Director.

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

8.1.4 The Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

8.1.4.1 The amendment shall be in compliance with applicable County, State and Federal regulations; and

8.1.4.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and

8.1.4.3 The amendment is for a decrease, or an increase of not more than 10 percent (10%) correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

8.1.4.4 Prior CEO and County Counsel approvals are obtained.

8.2 AMERICANS WITH DISABILITIES ACT

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.

8.3 ASSIGNMENT AND DELEGATION

8.3.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.3.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected

in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.3.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.4 AUTHORIZATION WARRANTY

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

8.5 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.

8.6 CHILD ABUSE PREVENTION REPORTING

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

8.6.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.6.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.6.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.6.2.3 The assurance that all employees of Contractor understand that the safety of the child is always the first priority.

8.7 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 Exhibit G.

8.8 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.8.1 Within five (5) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.8.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.8.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.8.5 The 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.

8.8.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.8.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.9 COMPLIANCE WITH APPLICABLE LAW

- 8.9.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.9.1.1 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.
- 8.9.1.2 For Contract over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.9.2 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.
- 8.9.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.9 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.11 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.11.1 Jury Service Program:

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

8.11.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If 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-section. The provisions of this sub-section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.12 CONDUCT OF PROGRAM

Contractor shall abide by all terms and conditions imposed and required by the 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.

8.13 CONFLICT OF INTEREST

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

way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

8.14 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.15 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.16 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

8.17 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.17.1 Responsible Contractor

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

8.17.2 Chapter 2.202 of the County Code

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

8.17.3 Non-responsible Contractor

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

8.17.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the

hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.17.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dise/debar.html>
- Federal: <http://www.epls.gov/eplsearchl.do?multiName=true>

8.18 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

8.19 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

8.20 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the 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 the 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.21 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.22 EMPLOYEE BENEFITS AND TAXES

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

8.22.2 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.

8.23 EMPLOYMENT ELIGIBILITY VERIFICATION

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

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.24 FAIR LABOR STANDARDS

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

8.25 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.

8.26 FORCE MAJEURE

- 8.26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-section as "force majeure events").
- 8.26.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of

either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-section, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.26.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.27 FORMER FOSTER YOUTH CONSIDERATION

- 8.27.1 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 Section 8.14 and 8.15, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(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
Attn: Division Chief Youth Development Services Division
3530 Wilshire Boulevard, Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

- 8.27.2 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).
- 8.27.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

8.28 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.29 INDEPENDENT CONTRACTOR STATUS

- 8.29.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.29.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.29.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.29.4 The Contractor shall adhere to the provisions stated in Section 7.5 - Confidentiality.

8.30 INDEMNIFICATION

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

8.31 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.31 and 8.32 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.31.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed

against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.31.2 Additional Insured Status and Scope of Coverage

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

8.31.3 Cancellation of or Changes in Insurance

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

8.31.4 Failure to Maintain Insurance

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

8.31.5 Insurer Financial Ratings

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

8.31.6 Contractor's Insurance Shall Be Primary

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

8.31.7 Waivers of Subrogation

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

8.31.8 Sub-Contractor Insurance Coverage Requirements

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

8.31.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.31.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.31.11 Application of Excess Liability Coverage

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

8.31.12 Separation of Insureds

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

8.31.13 Alternative Risk Financing Programs

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

8.31.14 County Review and Approval of Insurance Requirements

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

8.32 INSURANCE COVERAGE

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.32.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to

this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.32.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.32.4 **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.
- 8.32.5 **Professional Liability:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.33 LIQUIDATED DAMAGES

- 8.33.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.33.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by

the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Performance Requirements Summary (PRS) Chart, as defined in Exhibit A-1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.33.3 The action noted in sub-section 8.33.2 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.

8.33.4 This sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-section 8.33.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.34 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. (There are underscores in the address between the words 'doing business' and 'main db'. Contractor shall remain registered and ensure that current information is maintained on WebVen.

8.35 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.

8.36 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.36.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.36.2 The Contractor shall certify to, and comply with, the provisions of Exhibit-B – Contractor's EEO Certification.
- 8.36.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.36.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.36.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.36.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.36 when so requested by the County.
- 8.36.7 If the County finds that any provisions of this Section 8.36 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine

independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.36.8 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.

8.37 NON EXCLUSIVITY

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

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

8.39 NOTICE OF DISPUTES

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

8.40 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.41 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet

regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.42 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E – County’s Administration and F – Contractor’s Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.43 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.44 PUBLIC RECORDS ACT

8.44.1 Any documents submitted by the Contractor; all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Section 8.46 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Information (RFI) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.45 PUBLICITY

8.45.1 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:

- The Contractor shall develop all publicity material in a professional manner; and
- 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 Program Manager. The County shall not unreasonably withhold written consent.

8.45.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.45 shall apply.

8.46 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.46.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the

County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.46.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-section 8.46 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.46.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.46.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and

shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.47 RECYCLED BOND PAPER

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

8.48 SHRED DOCUMENT

- 8.48.1 Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 8.48.2 Documents for record and retention purposes in accordance with Section 8.46, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

8.49 SUBCONTRACTING

- 8.49.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.49.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every

Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.49.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.49.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.49.6 The County Program Manager shall ensure that approved subcontracts include at a minimum, all of the contract components listed on Exhibit A-5.
- 8.49.7 The 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. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.49.8 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.9 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to County Program Manager before any Subcontractor employee may perform any work hereunder.

8.50 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.19, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.52, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.51 TERMINATION FOR CONVENIENCE

- 8.51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.51.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.51.3 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 Section 8.46, Record Retention and Inspection/Audit Settlement.

8.52 TERMINATION FOR DEFAULT

- 8.52.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Manager:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.52.2 In the event that the County terminates this Contract in whole or in part as provided in sub-section 8.52.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-section.

- 8.52.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-section 8.52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.52.4 If, after the County has given notice of termination under the provisions of this Section 8.52, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.52, or that the default was excusable under the provisions of sub-section 8.52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.51 – Termination for Convenience.
- 8.52.5 The rights and remedies of the County provided in this Section 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 TERMINATION FOR IMPROPER CONSIDERATION

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

- 8.53.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.53.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.54 TERMINATION FOR INSOLVENCY

- 8.54.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.54.2 The rights and remedies of the County provided in this Section 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.56 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.

8.57 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.

8.58 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 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.59 WARRANTY AGAINST CONTINGENT FEES

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

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

8.60 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

The Contractor certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. The Contractor must notify the County Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

8.61 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations

(secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Exhibit J.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.61, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.63 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit-K, Living Wage Program and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit L, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this sub-section 9.1.2 under the Contract:
2. For purposes of this sub-section, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this sub-section. The provisions of this sub-section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall

immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and, the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit-M), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-section, the County shall have the rights and remedies described in this sub-section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required

information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference

between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-section, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of

same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-section may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the

Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-section 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-section 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Section 9.3 shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, 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)

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

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

9.5 DATA ENCRYPTION

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and

Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

9.5.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearable, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.5.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.5.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.5 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.6 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

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

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

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

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RELATIVE SUPPORT SERVICES (RSS) DEMONSTRATION PROJECT**

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 person(s) signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

PHILIP L. BROWNING, Director
Department of Children and Family Services

CONTRACTOR

By _____
Name

Title

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

RELATIVE HOME ASSESSMENT SERVICES

STATEMENT OF WORK

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1.0 PREAMBLE

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

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

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

2.0 BACKGROUND

Of the approximately 18,000 children in out-of-home care in Los Angeles County, over 9,800 children reside with 5,700 Relative or Non-Related Extended Family Member (NREFM) caregivers. This does not include informal arrangements without the involvement of child protective services. Though there is no definitive data, it is estimated that this population may be six times larger than those relatives involved with the Department of Children and Family Services (DCFS). The Los Angeles County Blue Ribbon Commission on Child Protection Final Report, April 2014, which cites the U.S. Department of Health and Human Services, 2001; Gordon, 2003; Lawrence-Webb, 2006; and Wilder Research, 2012, that revealed Relatives/NREFM caregivers to be inadequately supported in fiscal, social services and legal areas.

2.1 RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT

On June 9, 2015, the Los Angeles County Board of Supervisors passed a Board Motion introduced by Supervisors Sheila Kuehl and Mark Ridley-Thomas entitled "Supporting our Relative Caregivers." It directed DCFS in consultation with the Chief Executive Officer, the Office of Child Protection, and the Departments of Public Social Services (DPSS) and Community and Senior Services (CSS) to report back on the following areas:

1. DCFS to report on the programs and services (including DPSS and CSS programs) provided to relative caregivers, as well as an analysis of the gaps of where additional support is needed from both countywide and regional perspectives.
2. Using the solicitation process for the Prevention Initiative Demonstration Project as a model, DCFS to issue a Request for Information (RFI), leading to contracts, with qualified Community-Based Organizations (CBOs) in prevention, after care and family visitation services to develop kinship support programs.
3. DCFS referrals received from the State Ombudsman, foster parents, birth parents or other types of caregivers received in 2014.
4. DCFS analysis to establishing a 24/7 Caregiver Call Center to support the needs of relative and foster caregivers or birth parents.

On February 2, 2016, DCFS reported in a Board Letter following Stakeholder Meetings in each of the five Supervisorial Districts the following: 1) analysis of a Relative Caregiver Needs Assessment Survey sent to each Relative/NREFM caregiver; 2) review of its current kinship support practices; and 3) implementation plans for Adoption and Safe Families Act (ASFA) program transition to the Resource Family Approval (RFA) Program. The Board received and filed the Board Letter report that expanded the Relative Support Services (RSS) Demonstration Project to include both RSS contracts and Relative Home Assessment Services (RHAS) contracts in each of the eight Service Planning Areas (SPA) in Los Angeles County. As stated, DCFS will facilitate negotiated contracts through release of a Request for Information

(RFI) to solicit interest by qualified, culturally and linguistically competent CBOs in providing RSS services, RHAS services or both.

2.2 RESOURCE FAMILY APPROVAL PROGRAM

When DCFS detains children for reasons of child safety, Relative/NREFM caregivers are often first secured as resource families for placement. Consistent with Assembly Bill 403 (Stone), the County strives to ensure children in foster care have their day-to-day physical, mental, and emotional needs met; that they have the greatest chance to grow up in permanent and supportive homes; and that they have the opportunity to grow into self-sufficient, successful adults. Relative/NREFM caregivers become vital partners in a child's future.

Welfare and Institutions Code, Section 16519.5 requires the California Department of Social Services (CDSS), in consultation with County child welfare agencies, foster parent associations, and other interested community parties, to implement a unified, family friendly, and child-centered Resource Family Approval (RFA) Program process to replace the existing processes for licensing foster family homes and approving relatives and non-relative extended family members as foster care providers or guardians, and approving adoptive families.

The County will work through contracts with qualified and culturally competent Community-Based Organizations (CBOs) to assist a Relative/NREFM caregiver applicant for Resource Family Approval (Applicant) and any Relative/NREFM Resource Family who has been approved earlier.

Through consultation with the parent(s), DCFS may explore the availability of multiple Applicants to minimize disruption to the child(ren)'s education and social network at a challenging time in their lives and the lives of their parent(s). CDSS issued RFA Program regulations, each of these Applicants will be assessed for their suitability, commitment and qualifications to provide a home for the child(ren).

By an RHAS Referral from DCFS, the Contractor will provide the Relative/NREFM caregiver, now Applicant, an overview of the child welfare processes and information resources; conduct a home environment assessment; correct Applicant home site conditions, if reasonable, to meet RFA Program regulations; provide directly or by subcontract RFA Pre-Approval and Post-Approval Training; assist the Applicant with documents retrieval critical to the RFA process; conduct a RSS assessment and refer the Applicant to the appropriate RSS CBO contractor; document, communicate and testify as needed, the Contractor findings.

3.0 DEFINITIONS

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

- 3.1 **Applicant** – means an individual who has submitted an application for Resource Family Approval.

- 3.2 **Children's Social Worker (CSW)** – means the Social Worker employed with the DCFS to manage caseloads for children who are under the supervision and custody of DCFS.
- 3.3 **Community-Based Organizations (CBO)** – means a public or private non-profit organization that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs, and whose services are consistent with the vision, values and goals of the County.
- 3.4 **Contractor Project Director (CPD)** – means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 3.5 **County Program Managers (CPMs)** – means the County representatives responsible for daily management of the Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.6 **Documented Alternative Plan (DAP)**, as related to RFA – means a written plan, pursuant to RFA Program, Section 07-04, approved by the County describing a Resource Family's use of an acceptable alternative to a specific requirement.
- 3.7 **Home Environment Assessment** – means a component of the Resource Family Approval process which requires an Applicant to meet standards that include, but are not limited to, home and grounds, outdoor activity space, storage requirements, fire clearance, and capacity determination.
- 3.8 **Para-Professional Staff (PSS)** – means Contractor staff primarily responsible for the daily interaction with and providing services to the target population identified in the RHAS contract.
- 3.9 **Relative Caregiver Emergency Fund (RCEF)** – means the budget from which Contractors are allocated a portion for purchase of items and services to enable Applicants to become RFA Program compliant or to enable Relative Caregivers to continue as a child placement.
- 3.10 **Resource Family Approval Applicant Home Environment Corrective Action Plan** – means a written plan that details a RFA Applicant's commitment to remedy deficiencies in the delivery of the services as cited by the county.
- 3.11 **Resource Family Approval Contractor's Corrective Action Plan** – means a written plan that details a contractor's commitment to remedy deficiencies in the delivery of the contracted services as cited by the county.
- 3.12 **Resource Family Approval Training** – means training required by the RFA Program and County for an Applicant to be approved as a Resource Family.
- 3.13 **Resource Family Approval Post-Approval Training** – means training required by the RFA Program and County for Relative/NREFM caregivers to transition or continue to be a Resource Family.

- 3.14 **Respite Care** - means substitute care and temporary relief from the responsibilities of foster parenting of up to 72 continuous hours per fiscal year (July 1 - June 30). Respite care providers must be licensed, certified or approved as Resource Families pursuant to Welfare Institutions Code Section 16519.5, willing and able to provide quality care and supervision, regardless of a child's history and current emotional and behavioral status.
- 3.15 **Relative/Non-Related Extended Family Member (NREFM) Caregiver** – means individual with custody of children providing foster care under formal or informal circumstances.
- 3.16 **Relative Home Assessment Services (RHAS)** – means contract services to assist the County in the Resource Family Approval Program process.
- 3.17 **Relative Home Assessment Services (RHAS) Referrals** – means DCFS referrals to RHAS contractors to initiate and perform RHAS contract services.
- 3.18 **Relative Home Assessment Services (RHAS) Training** – means County provided training to RHAS Contractors prior to the start of services to the target population.
- 3.19 **Relative Support Services (RSS)** – means services supporting Relative/NREFM caregivers and the children under their custody.
- 3.20 **Relative Support Services (RSS) Demonstration Project** – means the County approved project to improve and enhance support services to Relative/NREFM caregivers and the children in their custody as facilitated through the RSS Contract and the RHAS contract.
- 3.21 **Relative Support Services Assessment** – means assessment of support services needed by an Applicant, Relative/NREFM and children in their custody as conducted by the RHAS Contractor and the RSS Contractor.
- 3.22 **Resource Family** – means an individual or couple approved by the County as Relative/NREFM caregivers.
- 3.23 **Resource Family Approval (RFA) Program** – means State of California single process for approving families for foster care, legal guardianship, and adoption.
- 3.24 **Service Planning Areas (SPA)** – means the eight geographic areas of Los Angeles County used for social services planning and delivery.
- 3.25 **Subcontractors** – mean the agencies with whom County Contractors may contract to perform services.

4.0 COUNTY'S GENERAL RESPONSIBILITIES

- 4.1 County shall designate two (2) Program Managers (CPMs) to coordinate the delivery of services of this Contract with the Contractor, including but not limited to assigning the RHAS Referrals.

- 4.2 CPMs or designee shall provide two, one-day Relative Home Assessment Services Training sessions per year to Contractor's staff.
- 4.3 The CPMs or designee will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 4.4 The CPMs or designee will provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
- 4.5 The CPMs or designee are not authorized to make changes in the terms and conditions of this Contract and are not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 5.1 Contractor shall maintain an office with a telephone in the agency's name where Contractor conducts business. Contractor's office shall be staffed during normal business hours, Monday through Saturday from 8:00 A.M. to 5:00 P.M. by at least one employee who can respond to inquiries and complaints. In addition, Contractor shall provide an answering system or service, or an after-hours contact to receive calls when the office is closed, in accordance with Subsection 9.2.
- 5.2 Contractor shall furnish its staff with all equipment, office furnishings and supplies to comply with the requirements of this Contract, including, but not limited to office space, supplies, computers, software, Smartphone with minimum five-megapixel resolution camera and email/internet subscription.
- 5.3 Contractor shall provide the staff in sufficient numbers to ensure the delivery of services specified in this Contract.

6.0 CONTRACTOR STAFF

Contractor shall ensure its staff and sub-contracted staff conforms to the following staff requirements to meet service requirements detailed in the Statement of Work (SOW):

- 6.1 Contractor shall ensure that criminal clearances and background checks have been conducted for its staff and its sub-contracted staff prior to providing sub-contracted services. Staff who don't pass background checks shall not perform work under this Contract. Contractor shall maintain copies of all criminal clearances and background checks, and shall provide copies to County at the request of the CPMs. Regardless of whether its staff passes or fails, the cost of background investigations is the Contractor's responsibility.
- 6.2 Contractor shall obtain written verification of the required education requirements and licenses for its staff, including verification for education requirements earned by staff in foreign countries consistent with the U.S. Secretary of Education authorized accrediting agency.

- 6.3 Contractor's staff shall be able to read, write, speak and understand English in order to conduct business with the County. The ability to read, write, speak and understand other languages may apply as specified herein.
- 6.4 Contractor shall make available upon request, staff that are able to read, write and understand Spanish and other languages in order to communicate with Applicants and Relative/NREFM caregivers.
- 6.5 Contractor staff shall report all incidents involving children, including serious behavior incidents, serious injuries, and any incidents of abuse or neglect in accordance with Section 8.6, Child Abuse Prevention Reporting, of this Contract.
- 6.6 Contractor staff shall not perform Contract services while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which may impair Contractor staff's physical or mental performance.

7.0 CONTRACTOR PROJECT DIRECTOR

- 7.1 The Contractor Project Director (CPD) or alternate shall manage and oversee the daily Contract operations and delivery of services.
- 7.2 The CPD shall provide the CPMs with contact information where they may be reached Monday through Saturday from 8:00 A.M. to 5:00 P.M., except holidays. In addition, Contractor shall provide an answering system or service, or an after-hours and weekend contact to receive calls when the office is closed, and on weekends.
- 7.3 The CPD shall provide CPMs with duty roster and cell phone contact numbers for all staff on duty to provide RHAS contract services.
- 7.4 The CPD shall respond within 24 hours to all calls, emails, and/or reports regarding Contractor's performance issues, unless otherwise directed by the CPMs.
- 7.5 The CPD shall respond to CPMs request to meet, address and resolve performance issues, and shall be available to attend such meetings.
- 7.6 The CPD shall investigate any performance issues submitted by the County and report back to the CPMs within 48 hours in accordance with Section 14.0, Quality Assurance Monitoring as needed or as directed by the CPMs.
- 7.7 The CPD shall attend and successfully complete the County provided Relative Home Assessment Services Training prior to working with DCFS clients.
- 7.8 The CPD shall supervise staff, facilitate staff training, and provide staff with technical program support, such as updating cell phone communication/documentation linkages and assessing the quality of interaction between staff and DCFS clients.
- 7.9 The CPD shall provide the CPMs with a Weekly Reconciliation Record of RHAS Referrals, Exhibit A-6 no later than the Tuesday following each week.

- 7.10 The CPD shall provide the CPMs with a Monthly Relative Home Assessment Services Completion Report, Exhibit A-7 within 10 business days following the end of each month.
- 7.11 CPD and alternates shall meet the following minimum requirements:
 - 7.11.1 A Bachelor's Degree in Social Work, Psychology or a related Behavioral Science Degree from an accredited University or College.
 - 7.11.2 Two years of professional experience in the field of social work, behavioral science or social science whereby the same tasks as specified herein this SOW were performed in a social services agency.

8.0 PARA-PROFESSIONAL STAFF

- 8.1 Para-Professional Staff (PPS) shall attend and successfully complete the DCFS provided Relative Home Assessment Services Training prior to working with DCFS clients.
- 8.2 PPS shall provide RHAS contract services for Applicants and Relative/NREFM Resource Families per Relative Home Assessment Services Training.
- 8.3 PPS shall travel throughout the County as needed to direct or provide the delivery of RHAS contract services.
- 8.4 PPS shall receive RHAS Referrals from the CPD unless otherwise agreed to by CPMs.
- 8.5 PPS shall contact the Applicant and initiate RHAS contract services within five calendar days of each DCFS RHAS Referral.
- 8.6 PPS shall notify CPD and CPMs if repeated attempts, (three attempts per day for five consecutive days) to contact Applicant or Relative/NREFM Resource Family has failed.
- 8.7 PPS shall make additional appointments and return to home of Applicant or Relative/NREFM Resource Family as need to perform RHAS Components.
- 8.8 PPS shall provide feedback and documentation of the Relative Home Assessment Services including but not limited to Form RFA-03 (A), Exhibit A-8, Resource Family Home Environment Checklist or Form RFA-03 (B), Exhibit A-9, Resource Family Home Environment Checklist Annual Update to the case-carrying DCFS CSW within 45 days following the RHAS Referral unless otherwise instructed by the CPD in consultation with the CPM.
- 8.9 PPS is not a relative caregiver with an open case with DCFS or Probation Department, shall meet one or more of the following requirements:
 - 8.9.1 32 units from an accredited University, College or Community College, with at least 16 Units in Social work, Social Sciences, Humanities, Public Administration or Public Health.

- 8.9.2 Two (2) years minimum experience in the field of social work, behavioral science or social science as indicated in Section 7.0 Subsection 7.11.2.
- 8.9.3 Former relative caregivers previously approved by DCFS or Probation Department for relative placements, with no open case with DCFS or Probation Department, who do not meet requirements 8.9.1 or 8.9.2 must have approval by CPM.

9.0 TARGET POPULATION

The Relative Home Assessment Services Demonstration Project will focus its services towards these target groups: 1) Applicant or Relative/NREFM Resource Family of children under custody of DCFS and Probation Department; and 2) Children taken into custody by DCFS and Probation Department and placed with Applicant or Relative/NREFM Resource Family.

9.1 LOCATION

Home of the Applicant or Relative/NREFM Resource Family.

9.2 HOURS OF SERVICE

Monday through Saturday, 8:00 A.M. to 5:00 P.M. After-hours and Sunday by arrangement with Applicant or Relative/NREFM Resource Family, or with 24-hour advance notification from CPMs via CPD.

10.0 SCOPE OF WORK

Contractor shall provide the Relative Home Assessment Services specified in this Statement of Work whenever children are detained for placement with a Relative/NREFM caregiver Resource Family Applicant; when children are replaced from another Resource Family, a Probation Department placement, foster or group home placement; or when Resource Family Annual Updates are needed as referred by DCFS.

- 10.1 In conjunction with DCFS Children's Social Worker (CSW), the CBO shall actualize said services through consultation with the parent(s), seek out via referrals, the availability of multiple Applicants to minimize disruption to the child(ren)'s education and social network at a challenging time in their lives and the lives of their parent(s). Using the RFA Program regulations, each of these Applicants will be assessed for their suitability, commitment and qualifications to provide a home for the child(ren).
- 10.2 The Contractor will provide Relative/NREFM caregivers (Applicant), an overview of the child welfare processes and information resources; conduct a home environment assessment; Applicant home site conditions, if reasonable, to meet RFA Program regulations; provide directly or by subcontract RFA Pre-Approval and Post-Approval Training; assist the Applicant with documents retrieval critical to the RFA process; conduct a Relative Support Services (RSS) assessment and refer the Applicant to the appropriate RSS CBO

contractor; document, communicate and testify as needed, Contractor findings.

11.0 RELATIVE HOME ASSESSMENT SERVICES REFERRAL PROCESS

- 11.1 CPMs will directly contact the CPD or designee to assign RHAS Referrals that will include Applicant contact information using the Resource Family Approval Request.
- 11.2 CPD will record the RHAS Referrals and make assignments to their PPS to commence with RHAS contract services.
- 11.3 Contractors who are also a County contracted Foster Family Agency (FFA) shall not accept placement, as an FFA, of a child moved from an Applicant or Resource Family that the County contracted FFA has provided RHAS contract services for without prior approval from DCFS' Senior Deputy Director or Chief Deputy Director.

12.0 RELATIVE HOME ASSESSMENT SERVICES COMPONENTS

12.1 APPLICANT ORIENTATION

PPS shall contact Applicant within five (5) calendar days of RHAS Referral per Performance Requirements Summary Required Service #1, to schedule and conduct an in-person orientation, which includes the requirements set forth in Article 6, Resource Family Assessment and Approval Processes and Article 11, Requirements for Resource Families. The information provided also will include but is not limited to:

- Resource Family Approval Program Written Directives (Version 3, effective date 9/30/16)
- RFA Nondiscrimination of Applicants (Section 5-01)
- Applicant Qualification (Section 5-02)
- Applicant Qualifications and Applicant Requirements (Section 5-03)
- Self Preparation Checklist – Health and Safety Standards for Approval of Resource Family Homes
- Child's Personal Rights
- Emergency Procedures / Practices
- Child Safety Seats Save Lives
- Safe Sleep Tips for your Baby
- Pool Safety
- Carbon Monoxide Information

- Megan's Law / Adam Walsh legal information
- Edmund D. Edelman Children's Court
- Giving a Child a Permanent Home
- Resource Family Approval (RFA) Resources
- 211 Help Starts Here
- Kinship Flyer
- Relative Support Services Community Based Organizations (CBO) Support Services Network
- Scheduling Applicant's Pre-Approval Training classes

12.2 HOME ENVIRONMENT ASSESSMENT

- 12.2.1 PPS shall conduct on-site caregiver home inspection(s) to ascertain compliance per RFA Program, Section 11, and Requirements for Resource Families (Specified RFA Program Sections listed below) and report findings on RFA-03, Exhibit A-8, Resource Family Home Environment Checklist within 45 days of RHAS Referral; reference Exhibit A-1, Performance Requirements Summary, Required Service #2.

Section 11.1 Home and Grounds

Section 11.2 Outdoor Activity Space

Section 11.3 Storage Requirements

Section 11.4 Fire Clearance

Section 11.5 (a) Emergency Procedures

Section 11.9 Telephones

Section 11.1-01 Limitations on Capacity for Specialized Resource Families

Section 11.1-02 Prohibition of Licensure for Specialized Resource Families

Section 11.1-07 Additional Home and Grounds Requirements for Specialized Resource Families

- 12.2.2 PPS shall provide photo document compliance/non-compliance per RFA Program regulations.
- 12.2.3 PPS shall develop, as needed, a Corrective Action Plan and document it on a RFA 809C, Resource Family Evaluation-CAP Exhibit A-10.
- 12.2.4 PPS shall develop, as needed, a Documented Alternative Plan and record it on a DCFS RFA DAP1, RFA Applicant, Home Environment Documented Alternative Plan Exhibit A-11 pursuant to RFA Program, Section 07-03 that authorizes alternative ways the Resource Family may comply with subsections (a)(8)(A) or (a)(8)(H).

- 12.2.5 PPS shall ensure that Smoke and Carbon Monoxide Alarms and age/weight appropriate car seats are immediately provided to Applicant.
- 12.2.6 PPS shall ensure that a list of emergency telephone numbers is prominently displayed in an Applicant's home for immediate reference per RFA Program, Section 11-05 Emergency Procedures.
- 12.2.7 PPS will arrange purchase, delivery and set-up for furnishings, supplies and services that will enable the Applicant Home to become RFA Program compliant, as needed per the developed RFA 809C, Resource Family Evaluation-CAP Exhibit A-10 and/or DCFS RFA DAP1, RFA Applicant, Home Environment Documented Alternative Plan Exhibit A-11 as approved by DCFS. PPS will utilize the Exhibit A-16 Relative Caregiver Emergency Fund (RCEF) Usage Instructions to identify items/services, prices, request authorization (as needed) and document for invoicing payment requests any purchases.
- 12.2.8 PPS shall make appointment and return to verify and photo document that the RFA 809C, Resource Family Evaluation-CAP Exhibit A-10 and/or DCFS RFA DAP1, RFA Applicant, Home Environment Documented Alternative Plan Exhibit A-11 has been successfully implemented, as needed.
- 12.2.9 For Annual Update of Resource Family Approval, PPS shall report findings on RFA-03 (B) Resource Family Home Environment Checklist: Annual Update Exhibit A-9 within 45 days of the RHAS Referral; reference Exhibit A-1 Performance Requirement Summary, Required Service #3.
- 12.3 RFA PROGRAM PRE-APPROVAL AND POST APPROVAL TRAINING SERVICES
 - 12.3.1 For RHAS Referrals of Applicants, Contractor shall directly provide or subcontract, with CPM approval, to provide each Applicant a 12-hour RFA Program Pre-Approval Training per the DCFS designed curriculum. Following Applicant approval as a Resource Family, and within the remainder of 12 months from time of the Applicant referral to Contractor, Contractor shall provide an additional eight (8) hour Post-Approval training. See Exhibit A-12, Training Plan for Resource Families curriculum.
 - 12.3.2 Contractor shall provide County completion verification of the RFA Program Pre-Approval Training curriculum by each Applicant within 45 calendar days following RHAS Referral by DCFS, reference Exhibit A-1 Performance Requirements Summary, Required Service #2.
 - 12.3.3 For Resource Family Annual Updates, Contractor shall directly provide or subcontract, with CPM approval, to provide each Resource Family an eight (8) hour RFA Program Pre-Approval Training per the DCFS

designed curriculum. See Exhibit A-12, Training Plan for Resource Families curriculum.

- 12.3.4 Contractor shall provide County completion verification of the RFA Program Post-Approval Training curriculum by each Relative/NREFM Resource Family within 45 days following RHAS Referral by DCFS; reference Performance Requirements Summary, Required Service #3.
- 12.3.5 Contractor shall provide Pre-Approval and Post-Approval Training to Out-of-County Applicants or Relative/NREFM by request of CPMs.
- 12.3.6 Contractor shall complete a Pre-training evaluation of each Applicant within 45 calendar days of the RHAS referral using the Exhibit A-13, Prospective Resource Parent Training Final Evaluation Form. Contractor shall also use Exhibit A-14, Prospective Resource Parent Training Interim Evaluation Form on an as-needed basis and will alert the CPM or designee of an Applicant Pre-Approval Training issues. Contractor shall facilitate CPR and First Aide training for Resource Family Applicants with accredited CPR and First Aide training agencies.

12.4 RELATIVE SUPPORT SERVICES (RSS) ASSESSMENT

The RSS component shall serve as the base (initiation of referrals) for engaging the target population in this service approach for out-of-home placements of children under the Court Jurisdiction and supervision of DCFS or Probation Department. The referral process will consist of the following:

- 12.4.1 The referrals will originate from County RHAS agency to County RSS Contractors.
- 12.4.2 During the initial visit to Applicant's home, the PPS will conduct an RSS Assessment, record the results on DCFS RSS Assessment Form 1.
- 12.4.3 Within 24 hours, the PPS will electronically forward to the DCFS case carrying CSW or Probation Department Case Worker and the RSS CBO Contractor for the SPA/DCFS Office the DCFS RSS Assessment Form, Exhibit A-15.
- 12.4.4 The PPS will provide the Applicant with the name, location and contact information for the RSS CBO contractor.
- 12.4.5 Assistance with Relative Caregiver Emergency Fund (RCEF) including but not limited to food, transportation, one-time financial assistance, and emergency need vouchers. Contractor may authorize a one-time Emergency Assistance up to \$2,500 per caregiver household, without pre-approval from the County Program Manager; amounts exceeding the \$2,500 threshold shall require approval. Contractor will conduct an assessment using Exhibit A-16, Relative Caregiver Emergency Fund.

12.5 DOCUMENT REQUEST AND RETRIEVAL ASSISTANCE

At the instruction of the DCFS CSW, PPS will facilitate the request and retrieval of documents on behalf of the Applicant so that the Resource Family may be approved. This includes but is not limited to:

12.5.1 Transporting Applicant to/from Live Scan locations, health and TB screenings. PPS shall retrieve from the Applicant RFA 07, Health Screening and RFA 08, TB Screening Questionnaire, in a sealed envelope from the licensed health care practitioner, in order to preserve the confidentiality of the information.

12.5.2 Facilitating the requests for documents pertaining to criminal exemptions authorized on behalf of the applicant or other adult associated with the Resource Family. Should document request require a fee, Contractor shall be reimbursed for such fee through the monthly Relative Caregiver Emergency Fund invoicing process.

12.6 APPEALS HEARING, JUVENILE COURT HEARING AVAILABILITY

Reference Performance Requirements Summary, Required Service #4

12.6.1 At the request of DCFS, CPD or PPS shall make themselves available to testify at State Appeals Hearings as to the Relative Home Assessment Services provided by Contractor.

12.6.2 CPD or PPS shall make themselves available to testify before the Los Angeles County Juvenile Dependency Court as to the Relative Home Assessment Services provided by Contractor.

13.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall notify CPMs of Contractor’s proposed green initiative outlined in their proposal and any new green initiatives prior to the Contract commencement.

14.0 QUALITY ASSURANCE MONITORING

14.1 Contractor shall produce and implement a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure Contract requirements are met. QAP must be approved by DCFS and be in place at start of Contract. Updates to QAP must be approved by DCFS.

14.2 Contractor shall incorporate the use of Exhibit A-1, Performance Requirements Summary in its QAP and include a plan to ensure uninterrupted service in the event of a strike by either party’s employees or other potential disruption in services.

14.3 Contractor shall provide a copy of its QAP to each CPM when the Contract commences, and as changes occur, and shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.

- 14.4 Contractor shall: 1) immediately notify each CPM of any difficulty, problem, or incidents which may impact or delay the progress or completion of work; and 2) work with each CPM to resolve such issues to avoid further problems.
- 14.5 Contractor shall work with each CPM to quickly resolve any issues that emerge regarding Contractor's performance.
- 14.6 Contractor shall meet regularly and as needed with CPMs to discuss QAP.
- 14.7 Each CPM, or authorized designee, will monitor Contractor's performance in accordance with Section 8.20, County's Quality Assurance Plan, of the Contract, and Exhibit A-1, Performance Requirements Summary.
- 14.8 If service delivery is deficient or Contract requirements are not met, the CPM(s) will notify CPD by User Complaint Report (UCR), Exhibit A-17. Contractor shall respond within two (2) business days of receipt.
- 14.9 Contractor shall design and administer a survey to RHAS applicants to obtain feedback regarding their experiences and suggestions for improvement at least 60 days after RHAS services end. A draft of the survey shall be submitted for approval to the RHAS CPM within 60 days of contract award. Contractor shall discuss with the RHAS CPM the method(s) used to obtain this feedback. Contractor shall summarize results and forward to the County CPM twice a year.

15.0 DATA COLLECTION

Contractor shall collect, manage and submit data either in written form or in designated electronic database as directed by the County to demonstrate outcomes inclusive of any additional guidelines set forth by DCFS. Contractor shall work with County to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments, reference Performance Requirements Summary, Required Service #5. Contractor shall perform data entry to support these activities.

16.0 CONTRACTOR RECORDS

Contractor shall maintain records documenting the services it provides to Applicants and Resource Families under this Contract. RFA documents from the State of California Department of Social Services (CDSS) are marked 'SAMPLE'. Contractor shall utilize these CDSS marked documents until otherwise revised and adopted by the County or CDSS for use. At a minimum, Contractor's records shall include the following forms for each RHAS Referral:

- ❖ Resource Family Approval request Exhibit A-18
- ❖ RFA-01 (A) Resource Family Application Exhibit A-19
- ❖ RFA-03 Resource Family Home Environment Checklist
- ❖ RFA 809C, Resource Family Evaluation-CAP
- ❖ DCFS RFA DAP1, RFA Applicant, Home Environment Documented Alternative Plan
- ❖ DCFS RSS Assessment Form 1

- ❖ Weekly reconciliation record of RHAS Referrals
- ❖ Monthly RHAS Completion Report
- ❖ Photo documentation related to case assignment
- ❖ Prospective Resource Parent Training Evaluation Form for Annual Update Referrals
- ❖ RFA 03 (B) Resource Family Home Environment Checklist: Annual Update

- 16.1 Contractor shall maintain all records in accordance with Section 8.46, Records Retention and Inspection/Audit Settlement of this Contract.
- 16.2 Contractor shall maintain records pertaining to the procurement of supplies, furnishings and services provided to Applicants through the RCRF including but not limited to: RCEF Household Purchase Records, RCEF Invoice/Payment Requests – RHAS or RSS, purchase receipts/receipt copies.
- 16.3 Contractor shall maintain cell phone billing records pertaining to the services of this Contract.
- 16.4 Contractor shall immediately make all records available for County to review upon request.

17.0 MONTHLY REPORTS

The RHAS agency Weekly reconciliation record of RHAS Referrals and Monthly RHAS Completion Report must be in the format of Exhibit A-6 and Exhibit A-7 and shall be submitted each Monday for the previous week for the weekly report and by the 5th of each month for the monthly report to:

County of Los Angeles
 Department of Children and Family Services
 10355 Slusher Drive #2
 Santa Fe Springs, CA, 90670
 Attention: RHAS Program Manager
 Fax: 562-941-7219

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE		PERFORMANCE INDICATOR	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1	Contractor must contact and initiate RHAS at Applicant home site within five calendar days of RHAS Referral from County unless repeated contact attempts result in no response and CPD and CPMs are notified.	Standard: 100% Compliance	Monthly Relative Home Assessment Services Completion Report	Following implementation of a Correction Action Plan by Contractor, if standard is not met for two (2) consecutive months within a 12-month period, County may exercise option to reduce the number of RHAS Referrals to Contractor and proportionately reduce the Contractor RHAS Contract Budget.
2	Contractor must complete Orientation, Home Environment Assessment, Home Environment CAP/DAP, Pre-Approval Training and RSS Assessment/CBO referral for each Applicant within 45 calendar days of RHAS Referral unless otherwise directed by County	Standard: 100% Compliance	Monthly Relative Home Assessment Services Completion Report	Following implementation of a Correction Action Plan by Contractor, if standard is not met for two (2) consecutive months within a 12-month period, County may exercise option to reduce the number of RHAS Referrals to Contractor and proportionately reduce the Contractor RHAS Contract Budget.
3	Contractor must complete Annual Update of Home Environment Assessment, Home Environment CAP/DAP, Post-Approval Training for each Relative/NREFM Resource Family within 45 calendar days of RHAS Referral unless otherwise directed by County.	Standard: 100% Compliance	Monthly Relative Home Assessment Services Completion Report	Following implementation of a Correction Action Plan by Contractor, if standard is not met for two (2) consecutive months within a 12-month period, County may exercise option to reduce the number of RHAS Referrals to Contractor and proportionately reduce the Contractor RHAS Contract Budget.
4	Contractor must be available for State Hearing appearances.	Standard: 100% Compliance	Monthly Relative Home Assessment Services Completion Report	Following implementation of a Correction Action Plan by Contractor, if standard is not met for two (2) consecutive months within a 12-month period, County may exercise option to reduce the number of RHAS Referrals to Contractor and proportionately reduce the Contractor RHAS Contract Budget.
5	Contractor shall achieve Relative/NREFM caregiver service satisfaction standards with regard to Contractor performance.	Standard 100% Compliance	Client Satisfaction Survey	Following implementation of a Correction Action Plan by Contractor if standard is not met for two (2) Surveys within a 12-month period, County may exercise option to reduce the number of RHAS Referrals to Contractor and proportionately reduce the Contractor RHAS Contract Budget.

EXHIBITS
FOR
RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT
RELATIVE HOME ASSESSMENT SERVICES

DRAFT

EXHIBITS

A STATEMENT OF WORK

- A-1 Performance Requirements Summary
- A-2 Pricing Schedule
- A-3 Line Item Budget and Narrative
- A-4 Sample Invoice – DCFS
- A-5 Sub Contract Components
- A-6 Weekly Reconciliation Record
- A-7 Monthly Relative Home Assessment Services Completion Report
- A-8 Resource Family Approval Home Environment Checklist
- A-9 Resource Family Home Environment Checklist: Annual Update
- A-10 Resource Family Evaluation – CAP
- A-11 Alternative Plan
- A-12 Training Plan For Resource Families
- A-13 Prospective Resource Parent Training Final Evaluation Form
- A-14 Prospective Resource Parent Training Interim Evaluation Form
- A-15 DCFS RSS Assessment Form
- A-16 Relative Caregiver Emergency Fund (RCEF) Household Purchase Record
- A-17 User Complaint Form
- A-18 Resource Family Approval Request
- A-19 Resource Family Application

B CONTRACTOR'S EEO CERTIFICATION

C-1 CONTRACTOR'S ACKNOWLEDGMENT

C-2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT

C-3 CONTRACTOR NON EMPLOYEE ACKNOWLEDGMENT

D AUDITOR-CONTROLLER HANDBOOK

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G	COMMUNITY BUSINESS ENTERPRISES PROGRAM
H	JURY SERVICE ORDINANCE
I	SAFELY SURRENDERED BABY LAW
J	COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM,
K	LIVING WAGE PROGRAM
L	LIVING WAGE RATES ANNUAL ADJUSTMENTS
M	LIVING WAGE ORDINANCE
N	PAYROLL STATEMENT OF COMPLIANCE
O	CHARITABLE CONTRIBUTIONS CERTIFICATION
P	CONFIDENTIALITY OF CORI INFORMATION

PRICING SCHEDULE**RELATIVE HOME ASSESSMENT SERVICES (RHAS)**

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance requirements Summary, Attachments and Contract. This is a cost reimbursement contract not to exceed the maximum annual contract sum of _____. Contractor shall be reimbursed for all reasonable and allowable expenses in conformance with Exhibit ____, 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and for records kept in accordance with Exhibit ____, the County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance requirements Summary, Attachments and Contract. The Contractor agrees not to exceed the Maximum Annual Contract Sum of _____.

NAME OF RHAS Contracted Agency:

SPA/DCFS OFFICE AREA: Lancaster

ESTIMATED RHAS REFERRALS, Initial Referrals:
Annual Referrals
Basic Emergency Needs \$ _____

MAXIMUM ANNUAL CONTRACT AMOUNT: \$

Total Maximum Contract Sum \$ _____.

RHAS COST DISPLAY

SUBMIT ONE FOR EACH Contract

Number of months in cost reporting period _____

Exhibit A-3

		CONTRACTOR'S NAME				CONTRACTOR'S FISCAL YEAR (MO/YR - MO/YR)	
LINE	(1) LINE ITEMS OF COST	(2) TOTAL (SUM OF COLS. 3 THRU 6)	(3) ADMINISTRATION	(4) Orientation Recruitment	(5) Pre-Approval Training	(6) Post-Approval Training	(7) Notes
100a	Executive Director Salary						
100b	Assistant Director Salary						
100c	Administrator Salary						
100d	All Other Administrative Salaries						
101	Recruitment Payroll						
102	Training Payroll						
110	Administrative Contracts						
121	Telephone						
122	Postage and Freight						
123	Office Supplies						
132	Conferences, Meetings, In-Service Training						
133	Memberships, Subscriptions, Dues						
134	Printing, Publications						
135	Bonding, General Insurance						
137	Advertising						
138	Miscellaneous						
200	Building and Equipment Payroll						
211	Building Rents and Leases						
214	Acquisition Mortgage Principal & Interest						
215	Property Appraisal Fees						
216	Property Taxes						
TOTAL PROGRAM COST DISPLAY							

SUBMIT ONE FOR EACH CONTRACT - CONTINUED

Number of months in cost reporting period _____

CONTRACTOR'S NAME _____

CONTRACTOR'S NUMBER (if different) _____

CONTRACTOR FISCAL YEAR (MO/YR - MO/YR) _____

LINE	(1) LINE ITEMS OF COST	(2) TOTAL (SUM OF COLS. 3 THRU 6)	(3) ADMINISTRATION	(4) Orientation Recruitment	(5) PRE APPROVAL TRAINING	(6) POST APPROVAL TRAINING	(7) NOTES
217	Building and Equipment Insurance						
221	Utilities						
222	Building Maintenance						
223	Building and Equipment Contracts						
224	Building and Equipment Supplies						
225	Equipment Leases						
226	Equipment Depreciation Expense						
227	Expendable Equipment						
228	Building and Equipment Miscellaneous						
241	Vehicle Leases						
242	Vehicle Depreciation						
243	Vehicle Operating Costs						
350	Relative Caregiver Emergency Funds						
352	Other Child-Related Costs						
410	Paraprofessional Payroll and/or Paraprofessional Contract						
440	Direct Care Contracts						
500	TOTAL EXPENSES						
TOTAL RHAS PROGRAM COST DISPLAY							

PURPOSE:

This form displays the annual expenditures of the specific RHAS program. The costs displayed should represent actual allowable and reasonable costs incurred for the program during the Contractor's most recent fiscal year.

If the Contractor has more than one RHAS Contract a separate form must be completed. The sum of Lines 500, Column 2 on all forms should equal the Contractor's total RHAS budget for the fiscal year.

INSTRUCTIONS:

Contractor Name: Enter the name shown on line 1 of the form.

Contractor Number: Enter the number issued by the California Secretary of State.

Agency Fiscal Year: Costs reported are the actual costs incurred for the reporting period which is the agency's most recent fiscal year. Enter the beginning and ending month and year for the agency's fiscal year (e.g., 07/2001 - 06/2002).

Column 1: Line items of costs that might be incurred by an RHAS. Enter the amount that was incurred during the program's fiscal year.
Line 100a: Executive Director Salary - Report the annual salary for person designated as the Executive Director. Include payroll, payroll taxes, and benefits (if applicable). Line 100b: Assistant Director Salary - Report annual salary for person designated as the Assistant Director. Include payroll, payroll taxes, and benefits (if applicable).

Line 100c: Administrator Salary - Report annual salary for person designated as the Administrator. Include payroll, payroll taxes, and benefits (if applicable).

Line 100d: All other Administrative Salaries - Report annual salaries for all other staff primarily responsible for the ongoing administration and support functions of the organization, including salaries and wages, overtime, payroll taxes and employee benefits which include vacation, sick leave, contributions to an employee pension plan, and dental and health insurance.

Line 101: RHAS Support costs - Report the supporting the Relative Caregivers, and assisting them in preparation for approval. Include payroll, payroll taxes, and benefits (if applicable). Line 102 Training Payroll - Report the cost of training the Relative Caregivers. Include payroll, payroll taxes, and benefits (if applicable).

Line 110: Administrative Contracts - Report legal, consulting or other contract fees related to the program. Line 121: Telephone - Report all telephone, facsimile (fax), cellular, and pager costs related to the program. Line 122: Postage and Freight - Report all postage and freight costs related to the program.

Line 123: Office Supplies - Report office supply costs related to the program.

Line 132: Conferences, Meetings, In-Service Training - Report the cost of attending conferences, meetings, and in-service training related to foster care. Line 133: Memberships, Subscriptions, Dues - Report the cost of memberships, subscriptions, and dues related to foster care.

Line 134: Printing, Publications - Report all printing and publication costs related to the program.

Line 135: Bonding, General Insurance - Report all bonding and general insurance costs related to the program. Line 137: Advertising - Report all costs related to advertising for the program.

Line 138: Miscellaneous - Report all costs related to the program not already identified in any other line item on this form.

Line 200: Building and Equipment Payroll - Report all program building and equipment payroll costs. Include payroll, payroll taxes, and benefits (if applicable). Line 211: Building Rents and Leases - Report all building rent and lease costs related to the program.

Line 214: Acquisition Mortgage Principal & Interest - Report any principal and interest on original acquisition mortgages related to the program. Line 215: Property Appraisal Fees - Report independent appraisals, for both owned and leased property related to the program.

Line 216: Property Taxes - Report any taxes for both owned and leased or rented property related to the program.

Line 217: Building and Equipment Insurance - Report insurance costs for both owned and leased or rented buildings and equipment related to the program. Line 221: Utilities - Report the cost of electricity, natural gas, water, garbage, and sewer as they apply to the program.

Line 222: Building Maintenance - Report all building maintenance costs related to the program.

TOTAL PROGRAM COST DISPLAY (RHAS) (CONTINUED)

Line 223: Building and Equipment Contracts - Include building equipment, payroll, payroll taxes and employee benefits, building maintenance, contracts, supplies, equipment leases, equipment depreciation expenses, expendable equipment, and miscellaneous building and equipment expenses. Line 224: Building and Equipment Supplies - Report all building and equipment supply costs.

Line 225: Equipment Leases - Report all equipment lease costs.

Line 226: Equipment Depreciation Expense - Report equipment depreciation expense. Identify the depreciation methodology in the notes to the financial statements. The total depreciation charges throughout the useful life of the equipment shall not exceed the original cost of the acquisition. Line 227: Expendable Equipment - Report expendable equipment as identified in the financial statements.

Line 228: Building and Equipment Miscellaneous - Report miscellaneous building and equipment costs not previously identified. Line 241: Vehicle Leases - Report vehicle lease costs related to the program.

Line 242: Vehicle Depreciation - Report vehicle depreciation costs related to the program.

Line 243: Vehicle Operating Costs - Report vehicle operating costs such as insurance, fuel, maintenance and repairs, license fees, taxes, and reimbursements to employees for business use of their personal automobiles as it applies to the program.

Line 350: Total Paid to Certified Family Homes - The amount reported includes payments to the foster parents for the cost of, and the cost of providing, but is not limited to the following items: food, clothing, shelter, daily supervision school supplies, personal incidentals, reasonable travel to the child's home for visitation, once which covers the child.

Line 352: Other Child-Related Costs - Report all other child-related costs.

Line 410: Social Worker Payroll and/or Social Worker Contract - Report all social worker payroll or contract costs. Include payroll, payroll taxes, and benefits (if applicable).

Line 440: Direct Care Contracts - Report any direct care contract costs not identified elsewhere. Line 500: Total Expenses - Enter the total amount of each column.

Column 2: Total: Enter total program expenditures for each line item of cost that was incurred during the agency's fiscal year. If a cost item is shared among two or more programs, enter only that portion spent for the specific program.

EXAMPLE: The agency office is used for two programs. Program A serves 20 children. Program B serves 10 children. If the rental cost for the office (line item 211) is \$9,000 for the year, the cost could appropriately be allocated by entering \$6,000 on the form for Program A and \$3,000 on the form Program B. Explain in column 7 the allocation method used to arrive at this program's share of costs

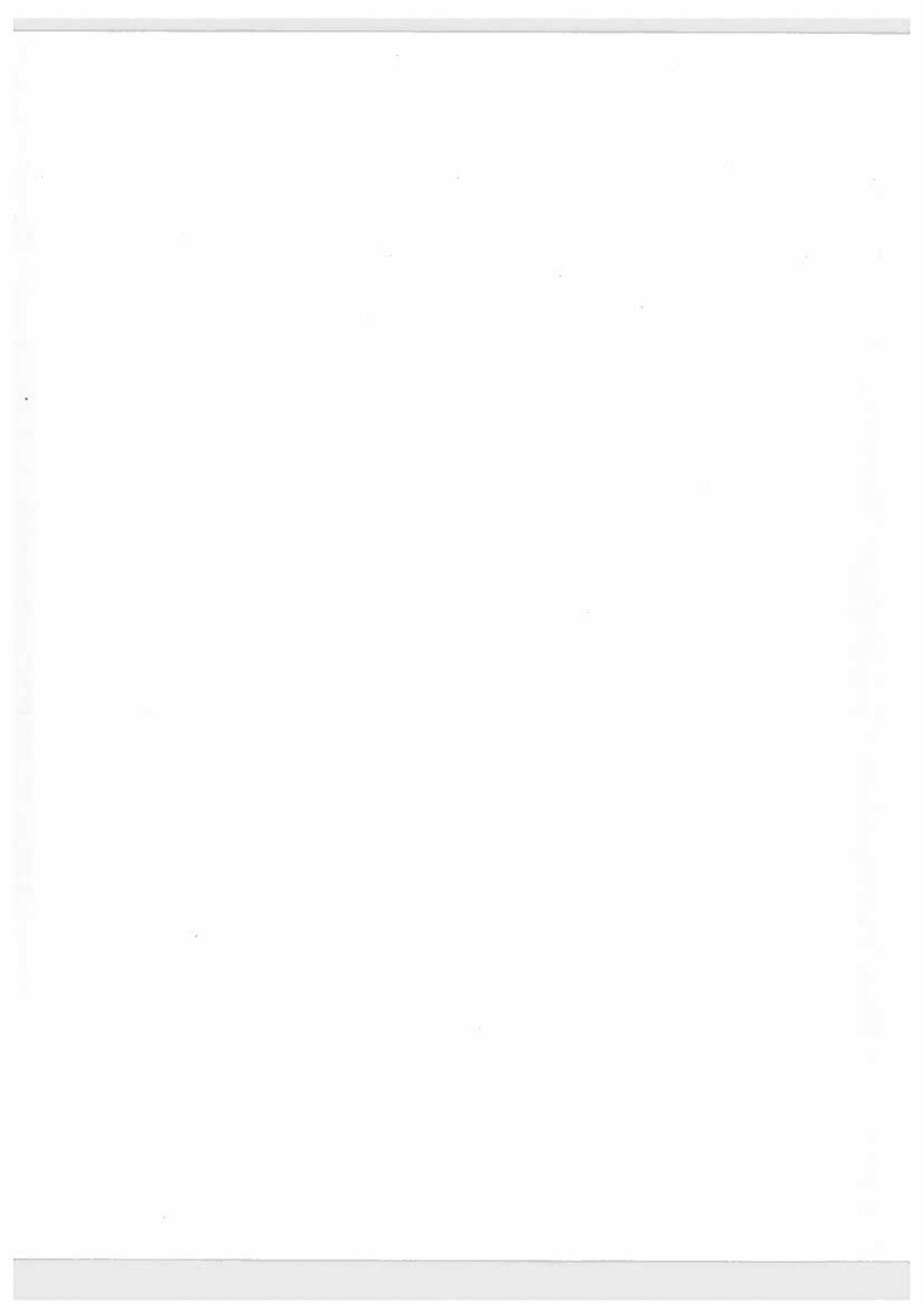
Columns 3-6: Activity: Based on percentage of use, or other appropriate allocation explained in column 7, enter the proportion of the cost in column 2 that is spent for each of these activities.

EXAMPLE: The agency car operating expenses (gas, oil, maintenance, repair) are \$4,000 for the year. It is used 50% of the time by the social worker, 20% for administrative duties, 20% by training personnel, and 10% for recruitment of new certified foster parents. This cost will be shown as follows:

Line	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
243	Total	Administration	Orientation/Recruitment	Pre-Approval Training	Post-Approval Training	
	\$4,000	\$800	\$400	\$800	\$2,000	\$2,500

Column 7: Explain how the figures in columns 3-6 were determined, including the allocation bases. If more space is necessary, attach an additional sheet.

Revised September 19, 2016







SAMPLE INVOICE

Exhibit- A-4

Relative Home Assessment Services - DCFS

Contractor Name
Street Address
City, ST ZIP Code
Phone No. _____ Fax No. _____

DATE _____
Invoice # _____
Vendor ID No. _____

INVOICE FOR THE MONTH OF: 20

OFFICE NAME:			
SECTION I. Orientations			
a. Home Environment Assessments			
b. CAP/DAP			
c. 45 Day Status			
SECTION II. Relative Contacted			
a.# Relatives received 12 hrs Pre-Training			
b. # RSS Referrals received			
c. 45 days timeline status			
SECTION III. RFAs After 4 Months			
a. # of RFA Approval Recieved			
b # received 8 hrs Poet Approval Training			
SECTION IV. RFAs After 1st Year			
a. Annual HEA Updates			
b. CAP/DAP			
Administrative Activities			
Monthly Costs			
Total Annual Budget			

All billing is to be based on 1/12 of the total Annual Budget, If you have any questions concerning this invoice please contact:

CERTIFICATION

I certify, under penalty of perjury, that this invoice is true in all respects.

Signature: _____

Date: _____

Name: _____
(Print)

For Use by DCFS Program Manager Only

Approving CPM:

Date:

REQUIRED SUB-CONTRACT COMPONENTS

ALL SUB-CONTRACTS SHALL INCLUDE, AT A MINIMUM, THE LANGUAGE IN SECTION I AND THE COMPONENTS LISTED IN SECTION II BELOW:

SECTION I

The recitals of the sub-contract shall include the following:

WHEREAS, in order to fulfill its obligations to the County of Los Angeles under the Prime Contract, Contractor desires to engage Sub-contractor for _____ Services, and

Prime Contract

Notwithstanding any other provision of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with the County of Los Angeles and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the County of Los Angeles.

Third Party Beneficiary

Contractor and Subcontractor understand and agree that this Subcontract is entered into for the benefit of the County of Los Angeles, and that the County of Los Angeles is hereby expressly made a third party beneficiary of this Subcontract.

Notwithstanding any other provision of this subcontract, the County of Los Angeles does not intend for the Subcontractor to acquire any rights as a third party beneficiary of the prime contract.

Insurance requirements

An option for compliance with the insurance requirements of the Contract is for the Prime Contractor to cover the sub-contractor on their agency's insurance policy. If not, the sub-contractor must purchase coverage to meet the following insurance requirements.

General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of the Prime Contract, Exhibit A. These minimum insurance

coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration

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

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

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

Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

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

CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

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

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

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

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

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

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

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

COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

Insurance Coverage Requirements:

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

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

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

Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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 three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

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

Payments

The section that addresses payments shall include the following sub-section:

The County of Los Angeles shall not be liable or responsible in any way to the Sub-contractor or its officers, employees and agents, for any compensation or costs related to this Sub-contract.

SECTION II

Parties to the sub-contract

The sub-contract must indicate the names of all parties to the sub-contract.

Addresses of prime and sub contractors

The sub-contract shall include addresses of the prime and sub-contractors, and indicate them as such.

Nature of services being contracted to be included in the Recitals

The sub-contract shall indicate the nature of services the prime contract provides, and the nature of the services the sub-contract will provide.

Length of the sub-contract

The sub-contract shall include the start date and end date of the contract.

Maximum Contract Sum

The sub-contract shall include the total contract amount for the length of the contract.

Invoice and Payment Information

The section that addresses payments shall detail: the unit of payment i.e. hourly, daily, or the service rate; the number of units of service the sub-contractor will provide, and a complete description of the services to be provided.

The sub-contract shall include a method for the sub-contractor to submit invoices, and a method for the sub-contractor to be paid.

Confidentiality language

Language mandating compliance with Contractor's Non-Employee Acknowledgment and Confidentiality Agreement; and mandating the maintenance of confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

Federal Excluded Party List

Language mandating verification that the subcontractor or sub-contractor's employees are in the Federal Excluded Party List System.

<https://www.epls.gov/>

County of Los Angeles Debarment List

Language mandating verification that the subcontractor or sub-contractor's employees are not on the County of Los Angeles Debarment List.

<http://purchasingcontracts.co.la.ca.us/DebarmentList.asp>

Criminal Clearance language

Language mandating the criminal clearance of sub-contractor and sub-contractor's employees.

Language indicating that the sub-contractor and the sub-contractor's employees are mandated to disclose any prior or subsequent criminal conviction record or any pending criminal trial.

Language prohibiting the engagement of services of any individual convicted of any crime involving conduct that is harmful to the health, morals, welfare or safety of others including the offenses specified in Health and Safety Code 11590 (offenses requiring registration as a controlled substance offender) and all crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

Signature Page

The signature page shall include signature blocks for the prime contractor and the sub-contractor. Each signature block shall include lines for the:

- Name of Agency
- Printed Name of the Signer
- Printed Title of the Signer
- Signature

The signature block for the sub-contractor shall also include a line for the agency's **Tax Identification Number**.

[illegible]

Total DCFS: _____

Form to be submitted to CPM each Monday for the previous week.

[illegible]

Total Orientation pending: _____

Total Home Environment pending: _____

Total Document Retrieval pending: _____

Total Training pending: _____

Total RSS Assessment pending: _____

To be submitted to CPM no later than the 5th of each month for the previous month.

SAMPLE
JULY 28, 2016

COUNTY OR AGENCY _____

RESOURCE FAMILY HOME ENVIRONMENT
Document for Agency Use Only



Resource Family Name: _____ Family ID Number: _____

Date: _____ Effective Date: _____ - _____ (not to exceed one year).

Address: _____

Instructions: A Resource Family Home/applicant must meet the required home environment assessment standards.
(Welfare and Institutions Code section 16519.5(a)(3))

☐ Approval ☐ Annual Update ☐ Address Change ☐ Other: _____

HOME ENVIRONMENT REQUIREMENTS

Instructions: All of the requirements below must be answered YES, unless not applicable or a documented alternative plan (DAP) is granted in order to successfully complete the home environment assessment.

HOME ENVIRONMENT	YES	NO	DAP	N/A
Is the Resource Family/applicant's home clean, safe, sanitary and in good repair?				
Are smoke detector(s) and carbon monoxide detectors or sprinklers approved, commercially manufactured, functioning and installed in hallway(s) in each sleeping area?				
Are outdoor and indoor passageways, stairways, inclines, ramps, and open porches free of obstruction?				
Is the bathroom located indoors, have individual privacy and an operational toilet, sink, tub/shower?				
Do the faucets for personal care have hot water that is at a safe temperature?				
Are fireplaces, open-faced heaters or woodstoves safely maintained and operated?				
Is the temperature of the home safe and comfortable?				
Is lighting in each room adequate to ensure comfort and safety?				
Bedrooms: Are there more than 4 children or nonminor dependents, or one child and one nonminor dependent of the same gender identity sharing a bedroom? Exceptions: Up to 4 children under 8 years or a minor parent and his/her child may share a room, regardless of their birth sex.				
Bedrooms: Are any bedrooms commonly used for any other purpose, such as a passageway, and does each have a safe, direct emergency exit to outside? Exception: A DAP is needed for an adult living in the home if the room is not converted to a bedroom.				
Bedrooms: Does each child's or nonminor dependent's bed have clean linens and is it in good repair?				
Bedrooms: Are bunk beds not more than 2 tiers high, have railings on upper tier, and not used for children under 6?				
Bedrooms: Does each bedroom have sufficient closet and drawer storage?				
Are all infants supplied with an age and size appropriate, safe and sturdy bassinet or crib, with a clean comfortable mattress? Does the crib or bassinet have a drop-side, is it tiered or stacked or have crib slats that could pose a risk of trapping an infant?				
OUTDOOR ACTIVITY SPACE	YES	NO	DAP	N/A
Are yards and outdoor activity spaces free from hazards that endanger the health and safety of a child or nonminor dependent?				
Are all swimming pools, spas, and other bodies of water inaccessible to: Dependent children under 10 years of age; minor and nonminor dependents who are developmentally, mentally or physically disabled; children of minor or nonminor dependent parents under 10 years of age or who are developmentally, mentally or physically disabled? Safety Features in Use: <input type="checkbox"/> Enclosure <input type="checkbox"/> Pool Cover <input type="checkbox"/> Other (describe)				

RESOURCE FAMILY HOME ENVIRONMENT CHECKLIST: ANNUAL UPDATE

Child/Nonminor Dependent

Name: _____ Case Number: _____

Resource Family Name: _____

CONTINUOUS HOME ENVIRONMENT REQUIREMENTS				
Instructions: All of the requirements on pages 1 and 2 AND below must be answered YES, unless not applicable or an exception is granted, to approve the home for continued placement.				
EMERGENCY PROCEDURES §10-05 RFA WD	YES	NO	*DAP	N/A
Emergency numbers are placed in a prominent location.				
TELEPHONES §10-09 RFA WD	YES	NO	*DAP	N/A
Cellular, internet, or landline telephone service is accessible at all times. (Pursuant to RFA WD §10-09)				
FIRE CLEARANCE §10-04 RFA WD	YES	NO	*DAP	N/A
Required for capacity greater than 6 or non-ambulatory clients. (Pursuant to RFA WD § 10-06)				
REPORTING REQUIREMENTS §10-06 RFA WD	YES	NO	*DAP	N/A
Death, abuse, injury or illness, prolonged absence, emergency removal of the child, AND communicable disease outbreak, poisonings, fires or explosions, daycare operation in the home, or any change in composition of the home have been properly reported to the approval and placement agencies. (Pursuant to RFA WD §10-06)				
RECORDS FOR CHILDREN AND NONMINOR DEPENDENTS §10-07 RFA WD	YES	NO	*DAP	N/A
Records of the child or nonminor dependent are maintained and appropriately stored in the home. (Pursuant to RFA WD §10-07)				
PERSONAL RIGHTS §10-08 RFA WD	YES	NO	*DAP	N/A
Each child and nonminor dependent is accorded the personal rights specified in Welf & Inst Code §16001.9. (Pursuant to RFA WD §10-08)				
TRANSPORTATION §10-08 RFA WD	YES	NO	*DAP	N/A
Transportation is provided for: health related services, school, and extracurricular activities. (Pursuant to RFA WD § 10-08)				
FOOD AND NUTRITION §10-11 RFA WD	YES	NO	*DAP	N/A
Nutritious meals and snacks are provided and special dietary needs are met. (Pursuant to RFA WD §10-11)				
REASONABLE AND PRUDENT PARENT STANDARD §10-12 RFA WD	YES	NO	*DAP	N/A
Reasonable and Prudent Parent Standard is applied as identified in Welf & Inst Code § 362.04, 362.05 and 727. (Pursuant to RFA WD §10-12)				
RESPONSIBILITY FOR PROVIDING CARE AND SUPERVISION §10-13 RFA WD	YES	NO	*DAP	N/A
Care and supervision is meeting the specified needs of the child or nonminor dependent. (Pursuant to RFA WD §10-13)				
ACTIVITIES § 10-14 RFA WD	YES	NO	*DAP	N/A
Child or nonminor dependent is encouraged to participate in extracurricular and social activities. (Pursuant to RFA WD §10-14)				
*A Documented Alternative Plan (DAP) may only be used pursuant to RFA Written Directives section 07-04(a).				
I certify the home of _____ as of _____ continues to meet the standards for approval as a Resource Family Home. Date				
Signature (County CWS/Probation) _____ Date				

RESOURCE FAMILY APPROVAL HOME ENVIRONMENT CHECKLIST: ANNUAL UPDATE

Child/Nonminor Dependent

Name: _____ Case Number: _____

Resource Family Name: _____

DEFICIENCIES AND PLANS OF CORRECTION

When a violation of Written Directives is observed, the county worker has the responsibility to determine that length of time by which a correction must be made and to provide the Resource Family with reasonable assistance in meeting that standard. The basic factors to be considered in making this assessment are the potential consequences to the children or nonminor dependents placed in the home and the immediacy of the need to correct.

The types of deficiencies are as follows:

1. **Immediate Impact:** Deficiencies that, if not corrected, would have a direct and immediate risk to the health, safety or personal rights of the foster child. If placement is imminent, correction **MUST BE MADE** prior to placement of the child(ren) or nonminor dependent.
2. **Potential Impact:** Deficiencies that without correction could become a risk to the health, safety or personal rights of the child(ren) or nonminor dependent.

Examples of Immediate Impact Deficiencies:

For Initial Approval:

1. **Home Environment:** obstructed passageways inside or outside of the home, unsafe fireplaces, open face heaters, or woodstoves, insufficient lighting to ensure comfort and safety. (RFA WD § 10-01:(a)(1-7))
2. **Outdoor Activity Space:** no fence, cover or other obstruction to prevent access to pools. (RFA WD § 06-03:2)
3. **Storage Requirements:** poisons, firearms, medicines, and other dangerous medicines are not stored in a locked area. (RFA WD § 06-03:3)
4. **Telephones:** no cellular, internet, or landline telephone services or such are readily available at all times. (RFA WD § 10-09)
5. **Fire Clearance:** if intending to serve non-ambulatory children or nonminor dependents or more than 6 children or nonminor dependents. (RFA WD § 06-03:4)
6. **Criminal Record Clearance and Child Abuse Index Check:** failure to obtain a CLETS clearance and submit a fingerprint or Criminal Record Clearance and Child Abuse Index Check for those individuals whom have frequent and routine contact with the children in care. (RFA WD § 06-02)

For annual assessment, all of the above and:

1. **Reporting Requirements:** failure to notify the Department regarding incidents of abuse, neglect, death, injury, etc. (RFA WD § 10-06)
2. **Records for Children and Nonminor Dependents:** failure to maintain the children's records. (RFA WD § 10-07)
3. **Personal Rights:** abuse, neglect, inappropriate use of restraints, the use of corporal punishment, and similar violations having a direct negative impact on either the physical or emotional wellbeing of the children in care. (RFA WD § 10-08)
4. **Telephones:** no cellular, internet, or landline telephone services or such are readily available at all times. (RFA WD § 10-09)
5. **Transportation:** failure to provide transportation to school, or health related appointments. (RFA WD § 10-10)
6. **Food and Nutrition:** failure to provide adequate or nutritious meals and snacks. (RFA WD § 10-11)
7. **Responsibility for Care and Supervision:** child requires a level of care that cannot be met by the caregiver without the provision of additional supports and services. (RFA WD § 10-13)

RESOURCE FAMILY APPROVAL HOME ENVIRONMENT CHECKLIST: ANNUAL UPDATE

Child/Nonminor Dependent

Name: _____ Case Number: _____

Resource Family Name: _____

Examples of Potential Impact Deficiencies:

1. **Home Environment:** conditions that may have a negative impact on the child or nonminor dependent if not corrected, such as multiple conditions that indicate an overall deterioration of the home; widespread neglect of maintenance; unsanitary living and food preparation areas. (RFA WD § 10-01:(a)(1-7))
2. **Food and Nutrition:** failure to provide adequate or nutritious meals and snacks. (RFA WD § 10-11)
3. **Furniture, Fixtures, Equipment & Supplies:** furnishings, should be considered as deficient only when they are clearly damaged to the extent they are not functional (e.g., a tear in the seat of a chair vs. exposed springs); no operable sink or shower; inadequate linens. (RFA WD § 10-01)

FOR ANNUAL ASSESSMENT, ALL OF THE ABOVE AND:

1. **Reporting Requirements:** failure to notify the Department regarding incidents of abuse, neglect, death, injury, etc. (RFA WD § 10-06)
2. **Records for Children and Nonminor Dependents:** failure to maintain the children's records. (RFA WD § 10-07)
3. **Personal Rights:** abuse, neglect, inappropriate use of restraints, the use of corporal punishment, and similar violations having a direct negative impact on either the physical or emotional wellbeing of the children in care. (RFA WD § 10-08)
4. **Telephones:** no cellular, internet, or landline telephone services or such are readily available at all times. (RFA WD § 10-09)
5. **Transportation:** failure to provide transportation to school, or health related appointments. (RFA WD § 10-10)
6. **Food and Nutrition:** failure to provide adequate or nutritious meals and snacks. (RFA WD § 10-11)
7. **Responsibility for Care and Supervision:** child requires a level of care that cannot be met by the caregiver without the provision of additional supports and services. (RFA WD § 10-13)

PLAN OF CORRECTION

When a county child welfare services or tribal agency worker has determined that a deficiency exists, the proposed caregiver and the worker will discuss each deficiency and develop a plan for correcting each deficiency. If the deficiency is not corrected during the visit, then the plan of correction must be in writing, with a copy provided to the caregiver, and shall include at least the following information:

1. Citation of the Written Directive section that is violated.
2. Description of the nature of the deficiency.
3. The actions to be taken by the applicant/Resource Family and the assistance to be provided by the County.
4. The date by which each deficiency shall be corrected.
5. The phone number of the county office responsible for approval of the home.

WHEN THERE IS A CHILD OR NONMINOR DEPENDENT IN THE HOME, THE WORKER MUST REQUIRE IMMEDIATE CORRECTION OF A DEFICIENCY IF THE DEFICIENCY WOULD POSE AN IMMEDIATE THREAT TO THE HEALTH AND SAFETY OF THE CHILD OR NONMINOR DEPENDENT. UNDER THESE SAME CIRCUMSTANCES, IF A CHILD OR NONMINOR DEPENDENT IS NOT IN CARE, AND PLACEMENT IS IMMINENT, CORRECTION SHOULD BE WITHIN 24 HOURS OR LESS, AND BEFORE PLACEMENT IS MADE. OTHERWISE, THE DATE FOR CORRECTING A DEFICIENCY SHALL NOT BE MORE THAN 30 CALENDAR DAYS FOLLOWING THE DATE OF THE VISIT, UNLESS THE WORKER DETERMINES THAT THE DEFICIENCY CANNOT BE CORRECTED IN 30 CALENDAR DAYS; IN THIS CASE, THE WORKER MUST DETERMINE AN APPROPRIATE COMPLETION DATE. *TITLE IV-E IS NOT AVAILABLE UNTIL THE MONTH IN WHICH CORRECTIONS ARE COMPLETED AND THE HOME FULLY MEETS THE APPROVAL STANDARDS.*

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SAMPLE
JULY 22, 2016

County/Department:
Address/Contact Information:

Appealed Confidential

RESOURCE FAMILY EVALUATION – CAP

Purpose of Form Use this form to document deficiency(ies) of Written directives and any applicable law(s). If applicable, specify the Corrective Action and Due Date.

It is the intent of the Resource Family to conduct all interactions and communications with the caregiver with courtesy and respect and to be minimally disruptive to the caregiver and the children in their care while also ensuring that the Resource Family and home is a safe and nurturing placement.

Resource Family Name:

Resource Family ID Number: _____

[illegible]

I acknowledge receipt of this report and understand my appeal rights as explained on the following page of this form.*

Resource Family:

Printed Name

Signature

Date _____

Resource Family Worker:

Telephone Number:)

Printed Name _____

Signature

Date _____

Resource Family Worker Supervisor:

Telephone Number:

Printed Name

* **RFA Worker:** Check this box if Resource Family Caregiver parent was not available to sign the report and immediately mail by Certified Mail to the RFA Address of records.

SAMPLE**JULY 22, 2016**

RESOURCE FAMILY EVALUATION-CAP REPORT – The RFA 809C is to be used to document if a Resource Family is not meeting the requirements of one or more of the Written Directives or any applicable law, and the steps the Resource Family and the County or Department will take to ensure that the Resource Family meets the requirements of the Written Directives or any applicable law. The RFA 809C documents deficiencies observed during a Resource Family Evaluation visit as documented on the RFA 809.

DEFICIENCIES – A deficiency is a failure to conform to one or more of the Written Directives or any applicable laws. Resource Families must be notified in writing of all Written Directives or applicable law deficiencies. Deficiencies may be identified on the left side of this form with reference to the applicable section.

CORRECTIVE ACTION PLAN – The Corrective Action Plan (CAP) is a plan developed jointly by the Resource Family and the County or Department which describes how the Resource Family is not meeting the requirements of one or more of the Written Directives or any applicable law, and the steps the Resource Family and the County or Department will take to ensure that the Resource Family meets the requirements of the Written Directives or any applicable law. It is incumbent that the County or Department establishes the time limit for the CAP. In order to set the time limit, the County or Department must take into consideration the seriousness of the deficiency, the number of children, youth or non-minor dependents in care involved, and the availability of resources and support. Resource Families are requested to provide a specific plan for each deficiency in the middle of the form, across from each deficiency. The more specific the plan, the less chance exists for any misunderstanding in setting time limits and reviewing corrections. The Resource Family who encounters problems beyond his/her control in completing the corrections within the specified timeframe may request and be granted an extension of the correction due date by the County or Department. The CAP will be documented on the RFA 809C.

CORRECTION NOTIFICATION – The Resource Family is responsible for completing all corrections and promptly notifying the County or Department of corrections. Resource Families are advised to keep a dated copy of any letters sent to the County or Department concerning corrections, or if corrections are telephoned to the County or Department, the date, person contacted and information given.

APPEAL RIGHTS – The Resource Family has a right, without prejudice, to discuss any disagreement in this report with the County or Department concerning the proper application of the Written Directives or any applicable laws. When visiting a Resource Family during the course of an investigation, the County or Department shall ensure that the Resource Family is aware of their rights and responsibilities during the investigation process, including appeal rights for any actions which may result.

APPEAL REVIEW – The County or Department has a duty to review the facts presented without prejudice. Upon review of the facts and in accordance with Written Directives or applicable law, the County or Department may amend any portion of the action taken, or may dismiss the violation. Levels of appeal are provided by the County or Department.

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

ALTERNATIVE PLAN

	Child's Name	DOB	CWS/CMS Case #	Caregiver's Name	Relationship to Child
1					
2					
3					
4					
5					
6					
7					
8					
9					

Pursuant to Title 22 Division 6 Chapter 9.5 of California Regulations, Relative Caregiver Homes must meet required standards for the provision of Childcare and supervision.

The following statements must be answered YES, unless not applicable or exception is approved for placement in the home.

REQUIREMENTS		Yes	No	N/A	Exception*
1	Adequate bedroom space is provided:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a)	No more than two (2) children share a bedroom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b)	No sharing a bedroom by Children of opposite sex unless each Child is under 5 years of age.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c)	Each Child has individual bed with clean linens, pillow, blankets and their mattress is in good repair.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d)	Each bedroom has sufficient portable or permanent closet and drawer space for each Child.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e)	The Child does not share a bedroom with an adult unless the Child is an infant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f)	There are no more than 2 infants and no more than 2 adults sharing the same bedroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g)	Infant has age-appropriate, safe/study bassinet or crib.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h)	No room commonly used for other purposes is used as a bedroom, or as a public or general passageway to another room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i)	Easy passage is allowed between beds and room entrance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	The home has telephone service (may be waived if telephone access is available).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Exception**

Document the alternate plan to file an exception on any of the above requirements demonstrating why the alternate plan is appropriate and how it will not be detrimental to the health and safety of any Child in the home.

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Furthermore, the SOC 818 was read to the caregiver and each answer was recorded as stated. Caregiver also signed Caregiver's Declaration and Agreement and a Declaration of Relative Status (DCFS 5420). Information on Kinship Support Groups, Important Information for Caregivers, Kinship Resource Centers, Copy of Title 22 Regulations Division 6, Chapter 9.5, Article 3, License/Approval Standards and a copy of the Kin-GAP Fact Sheet (DCFS 555), Children's Personal Rights (DCFS 5650) and the Notice to Relative Caregivers Regarding: Funding Options were given to the caregiver.

SIGNATURES

Caregiver states that the information is true and correct and was reviewed with the CSW. The caregiver agrees to maintain and cooperate with all caregiver standards and not make or disseminate any false or misleading statement, including but not limited to, information regarding the caregiver, family members, family home or any of the services provided by the home. The relative/non-relative extended family member understands that the granting of approved status does not entitle the caregiver to placement of a specific Child or Children. Placement is based on each individual Child's needs and best interests.

SIGNATURE OF CAREGIVER_____
DATE_____
PRINT CAREGIVER'S NAME

I certify that I have assessed the suitability of the above named caregiver and with the implementation of the alternate plan, (s)he meets the standards for approval as of _____

DATE_____
SIGNATURE OF CSW_____
DATE_____
SIGNATURE OF SCSW_____
DATESubmission for Exception: ☐ Approved ☐ Not Approved_____
SIGNATURE OF ARA (For Exceptions)_____
DATE

TRAINING PLAN FOR RESOURCE FAMILIES – 12 hours

MEETING 1: [3 hour training] --Tasha

- Introduction [15 min]
- Strengths/Needs matching activity [30 minutes]
- Introduction of previous Lillie's case. – set up framework for following meetings – [Lopez-Johnson's Family] [90 min] – Ecomap presentation.
- 10 min break
- Overview of LA County DCFS and Probation Systems, child protection and juvenile systems. – Include introduction of Core Practice Model [30 minutes]
- Closing [15 min]

MEETING 2: [3 hour training]: Trauma & Behaviors --Alexis

- Introduction and Review [10 minutes]
- Reasons, feelings and behaviors [20 minutes] – review LJ family
- Focus on Trauma. [Trauma 101] – Definition of different types of trauma. [120 minutes with a break in the middle] – After break include the invisible suitcase exercise. Discuss behaviors due to trauma. Cycle of needs. Regulating behaviors [quick overview of 15 managing techniques] – Grieving Process
- Break [10 min]
- Closing [10 min]

MEETING 3: [3 hour training]: Family Dynamics: Identity & Culture--Juan

- Introduction [10 min]
- Beads activity – LJ family will be modeled by one of the trainers. [15 min]
- Importance of Identity [include LGBT as a part of identity] [40 min]
- Power of Connections [15 min]
- Break [10 min]
- Culture and Family [40 min]
- Responsibilities of Resource Parents [40 min]
- Closing [10 min]

----Incorporate Video----- [Breaking the silence]

MEETING 4: [3 hour training]: Advocacy and Resources---Mina & Susan

- Introduction [10 min]
- Accessing Educational and Health Services [20 min]
- Laws and procedures regarding: birth to college, safety at school [harassment and violence]
- Navigation and accessing mental health services
- Panel [60 min]
- Break [10 min]
- Closing [10 min]

POST TRAINING MEETING 5 AND 6 [4 HOURS EACH]

Lori-Trauma Part 2: Attachment, Grief and Loss, Special Needs, Mental Health.

-It's all about you! Being an effective Resource Family Caregiver:

Fostering well-being caregivers [video] – University of Washington

Self-Care: Self-regulation, strategies to work in partnership with birth family, community providers.

FOSTER FAMILY AGENCY/DCFS
PROSPECTIVE RESOURCE PARENT TRAINING FINAL EVALUATION FORM

RHAS Agency: _____

Trainer(s): _____

Date of Classes: _____ Location: _____

Applicant Name: _____

Was applicant on time to classes? ☐ Yes ☐ No Did applicant stay for whole classes? ☐ Yes ☐ No

Check all that apply:

I. Participation

- ☐ Positive participation
- ☐ Limited participation
- ☐ No participation
- ☐ Over participated – did not allow others to answer questions, monopolizing the class

- ☐ Lacks understanding of application process
- ☐ Seems to have language barrier – unsure if able to understand class

II. Attention During Class

- ☐ Attentive during class
- ☐ Limited attention during class – read other materials, used cell phone, took multiple breaks, slept
- ☐ Asked thoughtful questions
- ☐ Repeatedly asked questions off topic

V. Parenting Skills/Judgment

- ☐ Demonstrated good parenting knowledge/skills
- ☐ Concern(s) about parenting skills/ability
- ☐ Applicant's own discipline practice/philosophy conflicts with agency philosophy/policy
- ☐ Demonstrated good common sense
- ☐ Poor boundaries observed

III. Behavior

- ☐ Demonstrated positive social/interpersonal skills
- ☐ Demonstrated poor social/interpersonal skills
- ☐ Disrespectful to instructor(s)
- ☐ Disrespectful to other classmates
- ☐ Argumentative during class
- ☐ Demonstrated out of the ordinary behavior during class – describe: _____

VI. New Information Obtained

- ☐ Family history issue(s) identified
- ☐ Physical plant issue(s) identified
- ☐ Financial concern(s) identified
- ☐ Applicant disclosed other new concerning information: _____

IV. Understanding of Materials/Information

- ☐ Good understanding of class materials/information
- ☐ Does not seem to understand materials/information

VII. Other

- ☐ Unrealistic expectations
- ☐ Demonstrated good paperwork skills
- ☐ Needs high level of help with paperwork
- ☐ Applicant is not in agreement with agency rule/policy – explain: _____

Comments: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard piece of stationery or notebook paper.

Follow-up needed: _____

[illegible]

Trainer Signature: _____ **Date:** _____

**FOSTER FAMILY AGENCY/DCFS
PROSPECTIVE RESOURCE PARENT TRAINING INTERIM EVALUATION FORM**

RHAS Agency: _____

Trainer(s): _____

Date of Class: _____ Location: _____

Training Session Topic(s): _____

Applicant Name: _____

Was applicant on time to class? ☐ Yes ☐ No Did applicant stay for whole class? ☐ Yes ☐ No

During training, did any of the following areas stand out relative to the prospective resource parent?

Participation/Attention During Class/Behavior: _____

Understanding of Materials/Information: _____

Parenting Skills/Judgment: _____

Other Comments: _____

Follow-up needed: _____

Trainer Signature: _____ Date: _____

RHAS agency: _____

Date of Assessment: _____

Referred RSS agency: _____

Date referred to RSS agency: _____

DCFS RSS Assessment Form
Checklist of Resource Support Services

Support Services Category	Service(s) Needed
Academic Support	
Advocacy	
Case Management	
Child Care	
Clothing	
Conflict Resolution/Mediation	
Counseling – general	
Counseling – mental health	
Early Child Care	
Employment	
Family Conferencing	
Financial Aid	
Food Pantry	
Furniture/Small Appliances	
Health Care Access	
Health Education	
Home Approval Assistance	
Individualized Education Plan (IEP)	
Information and Referral	
Job Placement/Development	
Job Readiness Training	
Legal Assistance	
Life Skills Training	
Medical/Vision/Dental Care	
Mental Health Assessment	
Mentoring	
Navigation of Services	
Outreach	
Permanency Planning	
Public Benefits Assistance	
Recreation/Enrichment Activities	
Rental Assistance	
Support Group	
Transportation	
Tutoring	
Utility Assistance	
Youth Leadership Development	

RHAS staff signature: _____

Date: _____

RELATIVE CAREGIVER EMERGENCY FUND (RCEF) HOUSEHOLD PURCHASE RECORD

Relative Caregiver/Primary RFA Applicant Name: _____

Relative Caregiver/Primary RFA Applicant Address: _____

Relative Caregiver Contact Numbers: Home Phone: _____ Cell Phone: _____

Names of Other Relative Caregivers/Adults in Household:

1. _____

2. _____

3. _____

4. _____

Child Name/Gender/Age:

1. _____ [] Male [] Female Age: _____

2. _____ [] Male [] Female Age: _____

3. _____ [] Male [] Female Age: _____

4. _____ [] Male [] Female Age: _____

5. _____ [] Male [] Female Age: _____

6. _____ [] Male [] Female Age: _____

Purpose of Purchased Items/Services (Check all that applies)☐ Required for Home Environment Corrective Action Plan (CAP)/Documented Alternative Plan (DAP)☐ Required to maintain RFA Home Environment Standard☐ Required to maintain child placement in Applicant's/Relative Caregiver's household.☐ Purchase of Items/Services exceeds Applicant's/Relative Caregiver's resources.**Purchased Items/Services (Consult RCEF Procurement List for CBOs)**

ITEM/SERVICE	UNIT PRICE	PRICE
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
		Total Cost: \$ _____

RHAS/RSS Agency: _____ SPA/DCFS OFFICE: _____

Agency Staff Determining Items/Services Print Name

Agency Staff Determining Items/Services Signature

Date: _____

Contract Program Director/Designee, Print Name

Contract Project Director/Designee Signature

Date: _____

If Total Cost or sum of RCEF for the Annual Contract Period exceeds \$2,500, RHAS or RSS County Program Manager purchase authorization is required.

County Program Manager/Designee, Print Name

County Program Manager/Designee Signature, Authorization of Purchase Over \$2,500

Date : _____

USER COMPLAINT REPORT

This form is to be used by DCFS users of 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's Project Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor's staff.
- ☐ Contractor not submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

To report an urgent/serious problem, call County Program Manager and

Send UCR to: CPM:

Address: _____
 City: _____
 State: _____
 Zip: _____
 Phone: _____

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

RESOURCE FAMILY APPROVAL REQUEST

*Prospective Family Name	*Caregiver Language	<input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other
*Street Address City & Zip		*Caregiver Relationship to Child
*Home Phone	Work Phone	Pager / Cell Phone

Community Based Organization (CBO)

CBO Assigned Date:
Signature:

Resource Family Approval Unit (RFA)

RFA Assigned CSW:
RFA Assigned Date:

Intake Unit

Intake Name:
Date Assigned :

**SAMPLE
AUGUST 31, 2016**

**FOR COUNTY USE ONLY**

COUNTY: _____

RESOURCE FAMILY APPLICATION*Instructions:* This is the application form for Resource Family Approval. Please type or print clearly.
☐ INITIAL APPLICATION ☐ CHANGE OF LOCATION ☐ OTHER (SPECIFY) : _____
I. APPLICANT(S): EACH ADULT RESIDING OR REGULARLY PRESENT IN THE HOME MUST COMPLETE A CRIMINAL RECORD STATEMENT RFA 01 (B).

FIRST		MIDDLE		LAST	
APPLICANT ONE:					
PREVIOUS NAMES USED: <i>*including maiden name</i>				HIGHEST LEVEL OF EDUCATION COMPLETED	
DATE OF BIRTH		GENDER	RACE/ETHNICITY	DRIVER'S LICENSE NUMBER	
NAME/ADDRESS OF EMPLOYER		WORK PHONE NUMBER	OCCUPATION	ANNUAL INCOME	
EMAIL ADDRESS (OPTIONAL)		CELL PHONE NUMBER	HOME PHONE NUMBER		

FIRST		MIDDLE		LAST	
APPLICANT TWO:					
PREVIOUS NAMES USED: <i>*including maiden name</i>				HIGHEST LEVEL OF EDUCATION COMPLETED	
DATE OF BIRTH		GENDER	RACE/ETHNICITY	DRIVER'S LICENSE NUMBER	
NAME/ADDRESS OF EMPLOYER		WORK PHONE NUMBER	OCCUPATION	ANNUAL INCOME	
EMAIL ADDRESS (OPTIONAL)		CELL PHONE NUMBER	HOME PHONE NUMBER		

II. APPLICANT(S) RESIDENCE

PHYSICAL ADDRESS		CITY		STATE		ZIP	
MAILING ADDRESS (IF DIFFERENT)		CITY		STATE		ZIP	
Do you own, rent or lease the residence?				Check one: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease			
Weapons in the home?				Check one: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does anyone not listed on this document use this as their legal address?				Check one: <input type="checkbox"/> Yes <input type="checkbox"/> No			
				If Yes Who: _____			
Please provide directions, including major cross-street information, to your residence.							

SAMPLE
AUGUST 31, 2016

Body of Water	Check one: <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please describe the location of the body of water and its size?	

III. RELATIONSHIP BETWEEN APPLICANTS

IF MORE THAN ONE APPLICANT, WHAT IS YOUR RELATIONSHIP? Please check one.	
<input type="checkbox"/> MARRIED <input type="checkbox"/> DOMESTIC PARTNERSHIP <input type="checkbox"/> RELATED (FAMILY MEMBER) <input type="checkbox"/> COHABITANTS <input type="checkbox"/> OTHER	
DATE OF CURRENT MARRIAGE/DOMESTIC PARTNERSHIP	
PLACE OF CURRENT MARRIAGE/DOMESTIC PARTNERSHIP (CITY AND STATE)	

IV. MINOR CHILDREN RESIDING IN THE HOME

RELATIONSHIP TO APPLICANT(S)	DATE OF BIRTH	GENDER	DO YOU FINANCIALLY SUPPORT THIS CHILD?	ADOPTED
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

V. OTHER ADULTS RESIDING IN THE HOME

Each adult residing or regularly present in the home must complete a Criminal Record Statement RFA 01(B).

FULL NAME (FIRST, MIDDLE INITIAL & LAST)	DATE OF BIRTH	RELATIONSHIP TO APPLICANT(S)

VI. APPLICANT(S) HISTORY

MARITAL HISTORY			
NAME OF FORMER SPOUSE	MARRIAGE DATE AND PLACE (CITY AND STATE)	DIVORCE DATE & PLACE	DEATH DATE & PLACE
APPLICANT ONE:			
APPLICANT TWO:			

ADULT CHILDREN OF APPLICANT(S)				
FULL NAME	ADDRESS & PHONE NUMBER	RELATIONSHIP	LIVES IN HOME?	DATE OF BIRTH

SAMPLE
AUGUST 31, 2016

**VI. FOSTER CARE/ADOPTION/ LICENSURE HISTORY**

- Have you been previously licensed, certified, or approved to provide foster care?

If yes, name of Agency(s): _____

Type of license/certification/approval: _____

- Have you previously applied for adoption?

If yes, name of Agency(s): _____

- Have you previously been licensed to operate a non-foster care community care facility, child care center, family child care home, or residential care facility for the elderly?

If yes, type of license: _____

- Have you previously been employed by or volunteered at a community care facility, child care center, family child care home, or residential care facility for the elderly?

If yes, name the facility(s): _____

- Have you had a previous license, certification, relative or nonrelative extended family member, or resource family approval application denial?

Check one: ☐ Yes ☐ No

- Have you had a license, certification, or approval suspended, revoked, or rescinded?

Check one: ☐ Yes ☐ No

- Have you been subject to an exclusion order?

Check one: ☐ Yes ☐ No

VII. CHILD DESIRED

- Has a child been identified? Check one: ☐ Yes ☐ No If yes, complete RFA 01(C).

- Is the child currently in your home? Check one: ☐ Yes ☐ No

IF THE CHILD HAS NOT BEEN IDENTIFIED, PLEASE INDICATE YOUR PREFERENCES:

AGE(S)	SEX	ETHNICITY	SIBLING (GROUP OF)	CHECK ALL CONDITIONS THAT YOU ARE WILLING TO ACCEPT
<input type="checkbox"/> 0 TO 3 yrs	<input type="checkbox"/> Male Only	<input type="checkbox"/> Caucasian	<input type="checkbox"/> 2	<input type="checkbox"/> History of physical abuse and/or neglect
<input type="checkbox"/> 4 TO 8 yrs	<input type="checkbox"/> Female Only	<input type="checkbox"/> Hispanic	<input type="checkbox"/> 3	<input type="checkbox"/> History of sexual abuse
<input type="checkbox"/> 9 TO 12 yrs	<input type="checkbox"/> No Preference	<input type="checkbox"/> African American	<input type="checkbox"/> 4	<input type="checkbox"/> History of mental illness
<input type="checkbox"/> 13 TO 15 yrs		<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> 5 or more	<input type="checkbox"/> Medically Fragile
<input type="checkbox"/> 16 TO 18 yrs		<input type="checkbox"/> Native American	<input type="checkbox"/> N/A	<input type="checkbox"/> Physically Disabled
<input type="checkbox"/> 18 TO 21 yrs		<input type="checkbox"/> Other		<input type="checkbox"/> Intellectually Challenged
<input type="checkbox"/> No preference		<input type="checkbox"/> No Preference		<input type="checkbox"/> Learning Disability
				<input type="checkbox"/> Alcohol/Drug Exposure
				<input type="checkbox"/> Oppositional/Defiant Behavior
				<input type="checkbox"/> Adverse Parental Background
				<input type="checkbox"/> Different Religious Faith
				<input type="checkbox"/> Different Ethnic and/or Cultural Background
				<input type="checkbox"/> Non-Ambulatory
				<input type="checkbox"/> Probationary Youth

**SAMPLE
AUGUST 31, 2016****VIII. REFERENCES**

Please list the name, telephone numbers, address, and email address of three individuals who have knowledge of your home environment, lifestyle, and capacity to be a caregiver. At least two of these must be unrelated to you.

FULL NAME	TELEPHONE NUMBER(S)	MAILING ADDRESS/CITY/STATE/ZIP	EMAIL ADDRESS

IX. APPLICANT(S) DECLARATION

I/We declare that:

- I/We have the financial ability to maintain the level of care required in a Resource Family Home.
- I/We have the ability and willingness to comply with the applicable laws, regulations, and Written Directives governing the Resource Family Approval Program.
- I/We understand that children and nonminor dependents have personal rights under Welfare and Institutions Code section 16001.9, and I/we have the ability and willingness to safeguard those rights.
- I/We have the ability and willingness to understand the safety, permanence, and well-being needs of children and nonminor dependents who have been victims of child abuse and neglect, and the capacity and willingness to meet those needs, including the need for protection.
- I/We have the ability and willingness to understand my/our role as a Resource Family and the capacity to work cooperatively with the agency, county, and other service providers in implementing the child's or nonminor dependent's case plan.
- I/We have an ability and willingness to maintain the least restrictive and most family-like environment that serves the needs of the child or nonminor dependent, and am/are prepared to use the Reasonable and Prudent Parent Standard (RPPS).
- In signing this application, I/we understand that the completion of routine forms will be required by my/our references, physician, and employer, that my/our financial and marital status will be verified and a criminal background check will be conducted.
- I/We affirm that the information provided on this form is true and correct to the best of my/our knowledge.
- I/We understand any false or misleading statements made to the county or department to obtain or maintain Resource Family approval can result in a denial or rescission of a Resource Family approval.
- I/We understand that I/we have the right to appeal any decision regarding the disposition of this application.

APPLICANT(S) SIGNATURE	CITY AND COUNTY WHERE SIGNED	DATE

COUNTY'S ADMINISTRATION PROPOSER'S (EEO) CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR's ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

CONTRACTOR and CONTRACTOR's Staff agree to report any and all violations of this agreement by CONTRACTOR and CONTRACTOR's Staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's Staff become aware.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____
POSITION: _____

CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement

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

CONTRACTOR Name _____ Contract No _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(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's Name _____ Contract
No. _____

Non-Employee _____

Name

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

CONTRACTOR Name _____ Contract
No. _____

Employee _____ Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement

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

CONTRACTOR Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**DEPARTMENT OF AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

Revision: March 2014

**AUDITOR-CONTROLLER
COUNTY OF LOS ANGELES**

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.2 Prepaid Expenses

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

2.0 Accounting System

Each CONTRACTOR shall maintain a ***double entry accounting system*** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

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

Example:

	<u>Debit</u>	<u>Credit</u>
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
 - COUNTY payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
 - Description (entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

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

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

- Date
- Check Number
- Cash (Credit) Column
- Expense Account Name
- Description

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

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

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

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

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

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

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

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

2.7 CONTRACTOR Invoices

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

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Supporting Documentation

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

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

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

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

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

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

- Invoices – Vendor name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

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

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

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

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

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal

awards, including pass-through awards, have annual audits. Details are contained in the Circular.

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

7.0 Subcontracts

CONTRACTOR shall not subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

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

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

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

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

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***Petty cash***

disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

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

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

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

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

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

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

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

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

Non-Capital Asset Equipment

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

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

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

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

4.3 Depreciation and Use Allowance

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

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

4.5 Security

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

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

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

C. COST PRINCIPLES

1.0 Policy

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

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

1.4 Unspent Funds

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

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

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

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

AUDITOR-CONTROLLER
COUNTY OF LOS ANGELES

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

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

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

F. GOVERNANCE**OVERVIEW**

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

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

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

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

1.0 Independence

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

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

2.0 Oversight Mechanisms

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

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

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

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

compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

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

Nominating Committee

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

Compensation and Benefits Committee

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

Audit Committee

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

Annual Audit Duties:

- If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

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

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

3.0 Reporting Fraud/Misconduct

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

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

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

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

Online: www.lacountyfraud.org

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

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

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Title

Date

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

COUNTY ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR's NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to CONTRACTOR shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____	
CAGE CODE: _____	NAICS CODE: _____
<input type="checkbox"/> As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference. <input type="checkbox"/> The NAICS Code shown corresponds to the services in this solicitation. <input type="checkbox"/> Attached is my CCR certification page.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN

BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. Contractor means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Jury Service Program Certification and Los Angeles County Code 2.203 (jury Service Program)

- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to CONTRACTORS who enter into contracts that commence after July 11, 2002. This chapter shall also apply to CONTRACTORS with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 CONTRACTOR Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR. (Ord. 2002-0015 § 1 (part), 2002)
Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)

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)

EXHIBIT-I

SAFELY SURRENDERED BABY LAW

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

-OR-

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

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

Print Name	Title:
Signature:	Date:



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

Exhibit K

CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; OR
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Exhibit L

NOTICE TO EMPLOYEES

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time or part-time employee and perform any service to the County under this contract, you must be paid a "Living Wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS...

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

If you believe your rights have been violated, you should immediately contact the following:

Department Administering this Contract

County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

Rev. March 2016

Exhibit M



LIVING WAGE ORDINANCE NOTICE TO EMPLOYEES

Receipt Acknowledgement

CONTRACT NO.:

NAME OF CONTRACTOR:

POLICY: Contractor shall distribute, at least annually, the LWO Notice to Employees handout to all employees providing a service to the County.

INSTRUCTIONS: Upon contract startup, a copy of the handout shall be provided to each contract employee and a Receipt Acknowledgement completed. The completed acknowledgement shall be retained in contractor's files and be available for review upon request of County staff. If new employees are hired during the term of the contract, the contractor shall provide a copy of the handout to new employees and complete the acknowledgement listing each new employee.

Annually, following the initial service date, the contractor shall redistribute a copy of the LWO Notice to Employees handout to each contract employee and complete an updated Receipt Acknowledgement documenting the redistribution. The completed updated acknowledgement shall be retained in contractor's files and be available for review upon request by County staff.

This form must be retained by contractor for a minimum of seven (7) years.

EMPLOYEE'S SIGNATURE ACKNOWLEDGES RECEIPT
OF A LWO NOTICE TO EMPLOYEES HANDOUT

EMPLOYEE NAME (LAST, FIRST)	EMPLOYEE NO	EMPLOYEE'S SIGNATURE	DATE

Page of pages



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

Exhibit N

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by
(Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing
on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month
and Year), all persons employed on said work site have been paid the full weekly wages
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf
of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that
no deductions have been made either directly or indirectly, from the full wages earned by any
person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle
A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

1. That any payrolls otherwise under this contract required to be submitted for the above
period are correct and complete; that the wage rates for employees contained therein are
not less than the applicable County of Los Angeles Living Wage rates contained in the
contract.

I have reviewed the information in this report and as company owner or authorized agent for this
company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE
CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE
CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR
PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE
SERIOUSNESS OF THE VIOLATION.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

- D** 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

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

Signature

Date

Name and Title of Signer (please print)

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Title

Date

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



RELATIVE SUPPORT SERVICES

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

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 - A-2 Pricing Schedule
 - A-3 Line Item Budget and Narrative
 - A-4 Sample Invoice – DCFS
 - A-5 Sub Contract Components
 - A-6 Weekly Reconciliation Record
 - A-7 Monthly Relative Support Services Completion Report
 - A-8 Relative Caregiver Emergency Fund (RCEF) Household Purchase Record
 - A-9 DCFS RSS- Assessment Form
 - A-10 User Complaint Report
 - A-11 2015 Relative/NREFM Assessment Data
- B CONTRACTOR’S EEO CERTIFICATION**
- C-1 CONTRACTOR’S ACKNOWLEDGMENT**
- C-2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT**
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- D AUDITOR-CONTROLLER HANDBOOK**
- E COUNTY’S ADMINISTRATION**
- F CONTRACTOR’S ADMINISTRATION**
- G COMMUNITY BUSINESS ENTERPRISES PROGRAM**
- H JURY SERVICE ORDINANCE**
- I SAFELY SURRENDERED BABY LAW**
- J COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM,**
- K LIVING WAGE ORDINANCE**
- L LIVING WAGE RATES**
- M MONTHLY COMPLIANCE REPORT CHECKLIST**
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- O CHARITABLE CONTRIBUTIONS CERTIFICATION**
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
RELATIVE SUPPORT SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 201_ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor".

RECITALS

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

WHEREAS, in accordance to the Welfare and Institute Code Section 18200, County is permitted to establish demonstration and experimental projects calculated to achieve the objectives stated in this section and to strengthen, extend, and improve public welfare services and their administration; and

WHEREAS, pursuant to California Department of Social Services (CDSS) Manual of Management and Office Procedures (MPP), Purchase of Service regulations 23-650.1.18, the County may procure a contract by negotiation; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Relative Home Assessment Services; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, A-1 thru A-11, B, C-1, C-2, C-3, D, E, F, G, H, I, J, K, L, M, N, O P, Q and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A Statement of Work

EXHIBIT A-1 Performance Requirements Summary

EXHIBIT A-2 Pricing Schedule

- EXHIBIT A-3 Line Item Budget and Narrative
- EXHIBIT A-4 Sample Invoice – DCFS
- EXHIBIT A-5 Sub-Contract Components
- EXHIBIT A-6 Weekly Reconciliation Record
- EXHIBIT A-7 Monthly Relative Support Services Completion Report
- EXHIBIT A-8 Relative Caregiver Emergency Fund (RCEF) Household Purchase Record
- EXHIBIT A-9 DCFS RSS Assessment Form
- EXHIBIT A-10 User Complaint Report
- EXHIBIT A-11 Monthly Relative Support Services Activities Report
- 1.2 EXHIBIT B Contractor’s EEO Certification
- 1.3 EXHIBIT C-1 Contractor’s Acknowledgment
- 1.4 EXHIBIT C-2 Contractor Employee Acknowledgment
- 1.5 EXHIBIT C-3 Contractor Non Employee Acknowledgment
- 1.6 EXHIBIT D Auditor-Controller Handbook
- 1.7 EXHIBIT E County’s Administration
- 1.8 EXHIBIT F Contractor’s Administration
- 1.9 EXHIBIT G Community Business Enterprises Program
- 1.10 EXHIBIT H Jury Service Ordinance
- 1.11 EXHIBIT I Safely Surrendered Baby Law
- 1.12 EXHIBIT J County’s Defaulted Property Tax Reduction Program
- 1.13 EXHIBIT K Living Wage Ordinance
- 1.14 EXHIBIT L Living Wage Rate
- 1.15 EXHIBIT M Monthly Compliance Report Checklist
- 1.16 EXHIBIT N Payroll Statement of Compliance
- 1.17 EXHIBIT O Charitable Contributions Certification
- 1.18 EXHIBIT P Confidentiality of CORI Information
- 1.19 EXHIBIT Q Zero Tolerance Human Trafficking
- 1.20 EXHIBIT R Compliance with Encryption Requirements

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

2.0 DEFINITIONS

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

- 2.1 **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.2 **Contract** – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including Exhibit A, Statement of Work.
- 2.3 **Contractor** – means the sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.4 **Contractor Project Director** – means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County** – means the County of Los Angeles and includes the Department of Children and Family Services.
- 2.6 **County's Board of Supervisors** – means the governing body of the County of Los Angeles.
- 2.7 **County Program Manager** – means the 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.
- 2.8 **County Program Director** – means the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.9 **Day or Days** – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.10 **DCFS** – means County's Department of Children and Family Services.
- 2.11 **Director** – means County's Director of the Department of Children and Family Services or his or her authorized designee.
- 2.12 **Fiscal Year(s)** – means the 12-month period beginning July 1st and ending the following June 30th.

- 2.13 **Maximum Contract Sum** – means the maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised.
- 2.14 **Participant** – means a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.15 **Program** – means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.16 **Subcontract** – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on or about _____ 2016, or then date of execution by the Director of Children and Family Services, whichever is later, and shall expire _____ 2017, or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods for a maximum total Contract term of three years, followed by an additional six-month period, if needed, to complete a competitive solicitation process. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee by written notice to the Contractor, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 4.3 County will issue a written start notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.
- 4.4 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5.0 CONTRACT SUM

- 5.1 The Maximum Contract Sum for this Contract is \$ _____. The Maximum Annual Contract Sum is \$ _____ for the contract period.
- 5.2 County and Contractor agree that this is a firm-fixed cost reimbursement Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor as specified in Exhibit A-2, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.7 of this Contract.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit E - County's Administration.
- 5.5 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 5.6 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after

expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.7 Invoices and Payments

5.7.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of compensation specified in the Exhibit A-2, Pricing Schedule, as supported by Exhibit A-3 Line Item Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.

5.7.2 The Contractor without prior approval of County may reallocate up to a maximum of five percent (5%) of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.

5.7.3 The Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

5.7.3.1 No invoice will be approved for payment unless Exhibit N – Payroll Statement of Compliance is included.

5.7.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) 2 CFR Part 220 and 2 CFR Part 215. Contractor is responsible for obtaining the most recent version of the OMB regulations which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

- 5.7.5 The Contractor shall submit the original monthly invoice and supporting documentation Exhibit A-4 to the DCFS Accounting Services and one copy to the DCFS County Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attn: Michael Scoggins, Program Manager
5035 West Slauson Avenue, Suite G
Los Angeles, CA 90056

OR

Department of Children and Family Services
Attn: James Blaydes, Program Manager
421 Glendora Ave
West Covina, CA 91790

- 5.7.6 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.7.7 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.7.8 The Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or

immediately upon discovering such overpayment, whichever date is earlier.

- 5.7.9 The 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.
- 5.7.10 Suspension and withholding of payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.7.11 County and Contractor agree that the payment rate referenced in this Contract is based on the established rate set by the County. During the term of this Contract, County shall compensate the Contractor for services based on the set rate for each type of service.
- 5.7.12 Any preparatory services rendered by the Contractor prior to receipt of referrals shall be the responsibility of the Contractor.

5.8 Funding Adjustments and Reallocations

- 5.8.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Contract Sum as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Contract Sum as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.
- 5.8.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times

during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

- 5.8.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Program Director

The role of the County's Program Director may include:

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

6.2 County's Program Manager

The role of the County's Program Manager is authorized to include:

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

event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director is designated in Exhibit-F Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

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

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's

staff be immediately removed from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit C-1.

- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit C-2.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit C-3.
- 7.5.7 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.5.8 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer
- 7.5.9 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 7.5.10 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR's care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.
- 7.5.11 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit-P, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) with five (5) business days of start of employment.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the

Contractor and by the Director or his/her designee. Approval of County Counsel must be obtained for any changes which affect the scope of work.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

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

8.1.4 The Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

8.1.4.1 The amendment shall be in compliance with applicable County, State and Federal regulations; and

8.1.4.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and

8.1.4.3 The amendment is for a decrease, or an increase of not more than 10 percent (10%) correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

8.1.4.4 Prior CEO and County Counsel approvals are obtained.

8.2 AMERICANS WITH DISABILITIES ACT

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.

8.3 ASSIGNMENT AND DELEGATION

8.3.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, County consent shall require a written amendment to the Contract, which is formally approved and

executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.3.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.3.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.4 AUTHORIZATION WARRANTY

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

8.5 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.

8.6 CHILD ABUSE PREVENTION REPORTING

- 8.6.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 8.6.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 8.6.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 8.6.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - 8.6.2.3 The assurance that all employees of Contractor understand that the safety of the child is always the first priority.

8.7 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 Exhibit-G.

8.8 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.8.1 Within five (5) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.8.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.8.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.8.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.8.5 The 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.
- 8.8.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.8.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.9 COMPLIANCE WITH APPLICABLE LAW

- 8.9.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
 - 8.9.1.1 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.
 - 8.9.1.2 For Contract over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.9.2 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.
- 8.9.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.9 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.11 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.11.1 Jury Service Program:

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

8.11.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1) the lesser number is a recognized industry standard as determined by the County, or
 - 2) Contractor has a long-standing

practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If 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-section. The provisions of this sub-section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.12 CONDUCT OF PROGRAM

Contractor shall abide by all terms and conditions imposed and required by the 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.

8.13 CONFLICT OF INTEREST

- 8.13.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any

other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

8.14 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.15 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.16 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

8.16.1 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

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

8.17 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.17.1 Responsible Contractor

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

8.17.2 Chapter 2.202 of the County Code

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

8.17.3 Non-responsible Contractor

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

8.17.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.17.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dise/debar.html>
- Federal: <http://www.epls.gov/eplis/searchI.do?multiName=true>

8.18 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

8.19 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

8.20 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the 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 the 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.21 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.22 EMPLOYEE BENEFITS AND TAXES

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

8.22.2 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.

8.23 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.24 FAIR LABOR STANDARDS

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

8.25 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.

8.26 FORCE MAJEURE

8.26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-section as "force majeure events").

8.26.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient

time to permit Contractor to meet the required performance schedule. As used in this sub-section, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.26.3 In the event Contractor’s failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.27 FORMER FOSTER YOUTH CONSIDERATION

- 8.27.1 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 Section 8.14 and 8.15, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(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
Attn: Division Chief Youth Development Services Division
3530 Wilshire Boulevard, Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

- 8.27.2 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).
- 8.27.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

8.28 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.29 INDEPENDENT CONTRACTOR STATUS

- 8.29.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The

employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.29.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.29.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.29.4 The Contractor shall adhere to the provisions stated in Section 7.5 - Confidentiality.

8.30 INDEMNIFICATION

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

8.31 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.31 and 8.32 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.31.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown

below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

8.31.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under

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

8.31.3 Cancellation of or Changes in Insurance

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

8.31.4 Failure to Maintain Insurance

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

8.31.5 Insurer Financial Ratings

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

8.31.6 Contractor's Insurance Shall Be Primary

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

8.31.7 Waivers of Subrogation

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

8.31.8 Sub-Contractor Insurance Coverage Requirements

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

8.31.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.31.10 Claims Made Coverage

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

8.31.11 Application of Excess Liability Coverage

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

8.31.12 Separation of Insureds

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

8.31.13 **Alternative Risk Financing Programs**

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

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

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

8.32 **INSURANCE COVERAGE**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

- 8.32.4 **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.
- 8.32.5 **Professional Liability:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.33 LIQUIDATED DAMAGES

- 8.33.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.33.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Performance Requirements Summary (PRS) Chart, as defined in Exhibit A-1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether

it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.33.3 The action noted in sub-section 8.33.2 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.

8.33.4 This sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-section 8.33.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.34 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. (There are underscores in the address between the words 'doing business' and 'main db'. Contractor shall remain registered and ensure that current information is maintained on WebVen.

8.35 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.

8.36 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.36.2 The Contractor shall certify to, and comply with, the provisions of Exhibit-B – Contractor's EEO Certification.

8.36.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable

Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.36.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.36.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.36.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.36 when so requested by the County.
- 8.36.7 If the County finds that any provisions of this Section 8.36 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.36.8 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.

8.37 NON EXCLUSIVITY

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

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

8.39 NOTICE OF DISPUTES

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

8.40 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.41 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit-I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.42 NOTICES

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

8.43 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

8.44 PUBLIC RECORDS ACT

- 8.44.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 8.46 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.44.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.45 PUBLICITY

- 8.45.1 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:
- The Contractor shall develop all publicity material in a professional manner; and
 - 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 Program Manager. The County shall not unreasonably withhold written consent.
- 8.45.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.45 shall apply.

8.46 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

- 8.46.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.46.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-section 8.46 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.46.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the

County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.46.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.47 RECYCLED BOND PAPER

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

8.48 SHRED DOCUMENT

- 8.48.1 Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box

and labeled “shred” until they are destroyed. No confidential documents and papers are to be recycled.

- 8.48.2 Documents for record and retention purposes in accordance with Section 8.46, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

8.49 SUBCONTRACTING

- 8.49.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County’s request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.49.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.49.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County’s approval of the Contractor’s proposed subcontract.
- 8.49.5 The County’s consent to subcontract shall not waive the County’s right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.49.6 The County Program Manager shall ensure that approved sub-contracts include at a minimum, all of the contract components listed on Exhibit A-5.
- 8.49.7 The 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. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.49.8 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising

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

- 8.49.9 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to County Program Manager before any Subcontractor employee may perform any work hereunder.

8.50 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.19, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.52, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.51 TERMINATION FOR CONVENIENCE

- 8.51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.51.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.51.3 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 Section 8.46, Record Retention and Inspection/Audit Settlement.

8.52 TERMINATION FOR DEFAULT

- 8.52.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Manager:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.52.2 In the event that the County terminates this Contract in whole or in part as provided in sub-section 8.52.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-section.

8.52.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-section 8.52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.52.4 If, after the County has given notice of termination under the provisions of this Section 8.52, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.52, or that the default was excusable under the provisions of sub-section 8.52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.51 – Termination for Convenience.

- 8.52.5 The rights and remedies of the County provided in this Section 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 TERMINATION FOR IMPROPER CONSIDERATION

- 8.53.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.53.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.53.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.54 TERMINATION FOR INSOLVENCY

- 8.54.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.54.2 The rights and remedies of the County provided in this Section 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.56 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.

8.57 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.

8.58 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 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.59 WARRANTY AGAINST CONTINGENT FEES

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

8.59.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full

amount of such commission, percentage, brokerage, or contingent fee.

8.60 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

The Contractor certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. The Contractor must notify the County Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

8.61 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.61, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.63 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit-K, Living Wage Program and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit-L, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this sub-section 9.1.2 under the Contract:
2. For purposes of this sub-section, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-section. The provisions of this sub-section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of

“Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and, the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit-M), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-section, the County shall have the rights and remedies described in this sub-section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In

the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay

period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Debarment. In the event the Contractor breaches a requirement of this sub-section, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time

Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-section may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time

during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-section 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-section 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Section 9.3 shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

9.5 DATA ENCRYPTION

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

9.5.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearable, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced

Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.5.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.5.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.5 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.6 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

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

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

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

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

IIN 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 person(s) signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

PHILIP L. BROWNING, Director
Department of Children and Family Services

CONTRACTOR

By _____
Name

Title

By _____
Name

Title

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

RELATIVE SUPPORT SERVICES

STATEMENT OF WORK

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1.0 PREAMBLE

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

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

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

2.0 BACKGROUND

Of the approximately 18,000 children in out-of-home care in Los Angeles County, over 9,800 children reside with 5,700 Relative or Non-Related Extended Family Member (NREFM) caregivers. This does not include informal arrangements without the involvement of child protective services. Though there is no definitive data, it is estimated that this population may be six times larger than those relatives involved with the Department of Children and Family Services (DCFS). The Los Angeles County Blue Ribbon Commission on Child Protection Final Report, April 2014, citing: U.S. Department of Health and Human Services, 2001; Gordon, 2003; Lawrence-Webb, 2006; and Wilder Research, 2012, revealed Relatives/NREFM caregivers to be inadequately supported in fiscal, social services and legal areas.

2.1 RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT

On June 9, 2015, the Los Angeles County Board of Supervisors passed a Board Motion introduced by Supervisors Sheila Kuehl and Mark Ridley-Thomas entitled "Supporting our Relative Caregivers." It directed DCFS in consultation with the Chief Executive Officer, the Office of Child Protection, and the Departments of Public Social Services (DPSS) and Community and Senior Services (CSS) to report back on the following areas:

1. DCFS to report on the programs and services (including DPSS and CSS programs) provided to relative caregivers, as well as an analysis of the gaps of where additional support is needed from both countywide and regional perspectives.
2. Using the solicitation process for the Prevention Initiative Demonstration Project as a model, DCFS to issue a Request for Information (RFI) leading to contracts with qualified Community-Based Organizations (CBOs) in prevention, after care and family visitation services to develop kinship support programs.
3. DCFS referrals received from the State Ombudsman, foster parents, birth parents or other types of caregivers received in 2014.
4. DCFS analysis to establishing a 24/7 Caregiver Call Center to support the needs of relative and foster caregivers or birth parents.

On February 2, 2016, DCFS reported in a Board Letter following Stakeholder Meetings in each of the five Supervisorial Districts the following: 1) analysis of a Relative Caregiver Needs Assessment Survey sent to each Relative/NREFM caregiver; 2) review of its current kinship support practices; and 3) implementation plans for Adoption and Safe Families Act (ASFA) program transition to the Resource Family Approval (RFA) Program. The Board received and filed the Board Letter report that expanded the Relative Support Services (RSS) Demonstration Project to include both RSS contracts and Relative Home Assessment Services (RHAS) contracts in each of the eight Service Planning Areas (SPA) in Los Angeles County. As stated, DCFS will facilitate negotiated contracts through release of a Request for Information (RFI) to solicit interest by qualified, culturally and linguistically competent CBOs in providing RSS services, RHAS services or both.

2.2 RELATIVE SUPPORT SERVICES

When DCFS detains children for reasons of child safety, Relative/NREFM caregivers are often first secured as resource families for placement. Consistent with Assembly Bill 403 (Stone), the County strives to ensure children in foster care have their day-to-day physical, mental, and emotional needs met; that they have the greatest chance to grow up in permanent and supportive homes; and that they have the opportunity to grow into self-sufficient, successful adults. Relative/NREFM caregivers become vital partners in a child's future.

Welfare and Institutions Code, Section 16519.5 requires the California Department of Social Services (CDSS), in consultation with County child welfare agencies, foster parent associations, and other interested community parties, to implement a unified, family friendly, and child-centered Resource Family Approval (RFA) Program process to replace the existing processes for licensing foster family homes and approving relatives and non-relative extended family members as foster care providers or guardians, and approving adoptive families.

The County will work through RHAS contracts with qualified and culturally competent Community-Based Organizations (CBOs) to assist a Relative/NREFM caregiver applicant for Resource Family Approval (Applicant) and any Relative/NREFM Resource Family who has been approved earlier. As part of their home assessment services and responsibilities, the RHAS Contractor will conduct an RSS assessment with the Applicant and refer them to the appropriate RSS Contractor.

Concurrently, the County will work through RSS contracts with qualified and culturally competent Community-Based Organizations (CBOs) to provide support service to Applicants and all Relative/NREFM caregivers who have primary care of children residing with them. For Applicants, the RSS Contractor provides continuity in the form of specialized kinship support services. Through a partnership with the County, RSS Contractors will collaborate with DCFS staff, RHAS Contractors, other CBOs and in SPAs 3 and 6, two County operated Kinship Centers to create a comprehensive network of support services for Relative/NREFM caregivers.

2.3 RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT GOALS

RSS Contractors will have the unique opportunity to create and lead SPA based networks of kinship support services provided by themselves and other CBOs to Relative/NREFM caregivers in Los Angeles County. RSS Contractors will utilize the input and skills of parents and experienced Relative/NREFM caregivers to formulate and evolve better client outreach and effective kinship support service networks for their SPAs, leading to measurable performance outcomes.

The short and intermediate-range goals for the RSS Demonstration Project include supporting a greater number of Relative/NREFM caregivers, both DCFS involved and those with informal child placement arrangements, and the

retention of DCFS involved Relative/NREFM caregivers to become resource families for future placements.

Long-range goals include the increased rate of permanency for children who could not be reunited with parents. Too often children are growing to adulthood in foster care. Improving the permanency rate would indicate success for the RFA Program strategy as well as for the RSS Demonstration Project. Longitudinal studies may show that improved kinship support services to Relative/NREFM caregivers will eventually result in positive youth outcomes in education and career success.

3.0 DEFINITIONS

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

- 3.1 **Applicant** – means an individual who has submitted an application for Resource Family Approval.
- 3.2 **Children’s Social Worker (CSW)** – means the Social Worker employed with the DCFS to manage caseloads for children that are under the Juvenile Dependency Court Jurisdiction and supervised by DCFS.
- 3.3 **Community-Based Organizations (CBO)** – means a public or private non-profit organization that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs, and whose services are consistent with the vision, values and goals of the County.
- 3.4 **Contractor Project Director (CPD)** – means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 3.5 **County Program Manager (CPM)** – means the County representative responsible for daily management of the Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.6 **Corrective Action Plan (CAP)** – means a written plan that details a Contractor’s commitment to remedy deficiencies in the delivery of the contracted services as cited by the County.
- 3.7 **Documented Alternative Plan (DAP)**, as related to RFA – means a written plan, pursuant to RFA Program, Section 07-04, approved by the County describing a Resource Family’s use of an acceptable alternative to a specific requirement.
- 3.8 **Informal Relative Caregiver** – means a private arrangement between the birth parent(s) and the relative to be responsible for the well-being and basic needs, such as: food, shelter, clothing and safe and nurturing environment for the child(ren), with no contact from the Child Welfare System. To be eligible for RSS financial assistance, the informal caregiver must provide one or more of the following documents: Legal Guardianship documents from Probate Court, and Documentation from Cal/Works.

- 3.9 **Para-Professional Staff (PSS)** – means Contractor staff primarily responsible for the daily interaction of the target population identified in the RSS contract.
- 3.10 **Relative Caregiver Emergency Fund (RCEF)** - means the budget from which Contractors are allocated a portion for purchase of items and services to enable Applicants to become RFA Program compliant or to enable continued child placement with Relative Caregivers.
- 3.11 **Relative/Non-Related Extended Family Member (NREFM) Caregiver** – means an individual with custody of children providing foster care under formal or informal circumstances.
- 3.12 **Relative Support Services (RSS)** – means services supporting Relative/NREFM caregivers and the children under their custody.
- 3.13 **Relative Support Services Assessment** – means assessment of support services needed by an Applicant, Relative/NREFM and children in their custody as conducted by the RHAS Contractor and the RSS Contractor.
- 3.14 **Relative Home Assessment Services (RHAS)** – means contract services that assist the County in the Resource Family Approval Program process.
- 3.15 **Relative Support Services (RSS) Demonstration Project** – means a County approved project to improve and enhance support services to Relative/NREFM caregivers and the children in their custody.
- 3.16 **Relative Support Services (RSS) Training** – means training provided to RSS Contractors prior to rendering services under the Contract.
- 3.17 **Respite Care** – means substitute care and temporary relief from the responsibilities of foster parenting of up to 72 continuous hours per fiscal year (July 1 - June 30). Respite care providers must be licensed, certified or approved as Resource Families pursuant to Welfare Institutions Code Section 16519.5, willing and able to provide quality care and supervision, regardless of a child's history and current emotional and behavioral status.
- 3.18 **Service Planning Areas (SPA)** – means the eight geographic areas of Los Angeles County used for social services planning and delivery.
- 3.19 **Subcontractors** – mean the agencies that contract with the prime Contractor for the provision of services required under this contract.

4.0 COUNTY'S GENERAL RESPONSIBILITIES

- 4.1 County shall provide a Program Manager (CPM), identified on Exhibit E, County's Administration, to coordinate the delivery of services of this Contract with the RSS Contractor.
- 4.2 CPM or designee shall provide two, one-day Relative Support Services Training sessions per year to Contractor's staff.

- 4.3 The CPM or designee will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 4.4 The CPM or designee will provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
- 4.5 The CPM or designee are not authorized to make changes in the terms and conditions of this Contract and are not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 5.1 Contractor shall maintain an office with a telephone in the agency's name where Contractor conducts business. Contractor's office shall be staffed during normal business hours, Monday through Saturday from 8:00 A.M. to 5:00 P.M. by at least one employee who can respond to inquiries and complaints. In addition, Contractor shall provide an answering system or service, or an after-hours contact to receive calls when the office is closed, in accordance with Subsection 9.2.
- 5.2 Contractor shall furnish its staff with all equipment, office furnishings and supplies to comply with the requirements of this Contract, including, but not limited to office space, computers, software, cell phone and proper supplies.
- 5.3 Contractor shall subcontract with CBOs to develop a SPA network of RSS. Contractor will utilize the set portion of their Annual Contract Sum, reference Exhibit A-1, Performance Requirements Summary, Required Service 3 for subcontracting.
- 5.4 Contractor shall provide subcontracts required to perform RSS contract services for County approval prior to execution of subcontracts.
- 5.5 Contractor agrees that any work it performs beyond this Contract shall be deemed a gratuitous act by the Contractor, and therefore, Contractor shall have no claim against County. Contractor shall immediately report any requests it receives from any County staff for services beyond this Contract.
- 5.6 Contractor shall provide the staff in sufficient numbers to ensure the delivery of services specified in this Contract.

6.0 CONTRACTOR STAFF

Contractor shall ensure its staff and sub-contracted staff conforms to the following staff requirements to meet service requirements detailed in the Statement of Work (SOW):

- 6.1 Contractor shall ensure that criminal clearances and background checks have been conducted for its staff and its sub-contracted staff prior to providing subcontracted services. Staff who do not pass background checks shall not perform work under this Contract. Contractor shall maintain copies of all criminal clearances and background checks, and shall provide copies to

County at the request of the CPM. Regardless of whether its staff passes or fails, the cost of background investigations is the Contractor's responsibility.

- 6.2 Contractor shall obtain written verification of the required education requirements and licenses for its staff, including verification for education requirements earned by staff in foreign countries consistent with the U.S. Secretary of Education authorized accrediting agency.
- 6.3 Contractor's staff shall be able to read, write, speak and understand English in order to conduct business with the County. The ability to read, write, speak and understand other languages may apply as specified herein.
- 6.4 Contractor shall make available upon request, staff that are able to read, write and understand Spanish and other languages in order to communicate with Applicants and Relative/NREFM caregivers.
- 6.5 Contractor staff shall report all incidents involving children, including serious behavior incidents, serious injuries, and any incidents of abuse or neglect in accordance with Section 8.6, Child Abuse Prevention Reporting, of this Contract.
- 6.6 Contractor staff shall not perform Contract services while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which may impair Contractor staff's physical or mental performance.

7.0 CONTRACTOR PROJECT DIRECTOR

- 7.1 The Contractor Project Director (CPD) or alternate shall manage and oversee the daily Contract operations and delivery of services.
- 7.2 The CPD shall provide the CPM with contact information where they may be reached Monday through Saturday from 8:00 A.M. to 5:00 P.M., except holidays. In addition, Contractor shall provide an answering system or service, or an after-hours and Sunday/holiday contact to receive calls when the office is closed, and on Sunday/holidays.
- 7.3 The CPD shall provide CPM with duty roster and cell phone contact numbers for all staff on duty to provide RSS contract services.
- 7.4 The CPD shall respond within 24 hours to all calls, emails, and/or reports regarding Contractor's performance issues, unless otherwise directed by the CPM.
- 7.5 The CPD shall respond to CPM request to meet, address and resolve performance issues, and shall be available to attend such meetings as scheduled.
- 7.6 The CPD shall investigate any performance issues submitted by the County and report back to the CPM within 48 hours and provide a Corrective Action Plan (CAP) as needed, in accordance with Section 14.0, Quality Assurance Monitoring or as directed by the CPM.

- 7.7 The CPD shall attend and successfully complete the County provided Relative Support Services Training prior to working with Relative/NREFM caregivers.
- 7.8 The CPD shall supervise staff, facilitate staff training, and provide staff with technical program support, such as updating cell phone communication/documentation linkages and assessing the quality of interaction between staff and Relative/NREFM caregivers.
- 7.9 The CPD shall provide the CPM with a Weekly Reconciliation Record of RSS Activities, Exhibit A-6 no later than the Tuesday following each week.
- 7.10 The CPD shall provide the CPM with a Monthly Relative Support Services Completion Report, Exhibit A-7 within 10 business days of the following month.
- 7.11 CPD and alternates shall meet the following minimum requirements:
 - 7.11.1 A Bachelor's Degree in Social Work, Psychology or a related Behavioral Science Degree from an accredited University or College.
 - 7.11.2 Two years of professional experience in the field of social work, behavioral science or social science performing specialized kinship support services in a social services agency.

8.0 PARA-PROFESSIONAL STAFF

- 8.1 Para-Professional Staff (PPS) shall attend and successfully complete the DCFS provided Relative Support Services Training as described in Exhibit A-8 prior to working with Relative/NREFM caregivers.
- 8.2 PPS shall provide RSS contract services for Relative/NREFM caregivers per Relative Support Services Training.
- 8.3 PPS shall travel throughout the County as needed to direct or provide the delivery of RSS contract services.
- 8.4 PPS shall receive RSS assignments from the CPD unless otherwise agreed to by CPM.
- 8.5 PPS shall contact the Applicant and initiate RSS contract services within 48 hours of each Relative Support Services Assessment Referral from the RHAS Contractor, CPD or CPM.
- 8.6 PPS shall provide feedback and documentation of RSS activities.
- 8.7 PPS is not a relative caregiver with an open case with DCFS or Probation Department shall meet one or more of the following requirements:
 - 8.7.1 32 units from an accredited University, College or Community College, with at least 16 Units in Social Work, Social Sciences, Humanities, Public Administration or Public Health.

- 8.7.2 Two (2) years minimum experience in the field of social work, behavioral science or social science as indicated in Section 7.0, Subsection 7.11.2.
- 8.7.3 Former relative caregivers previously approved by DCFS or Probation Department for relative placements, with no open case with DCFS or Probation Department, who do not meet requirements 8.7.1 or 8.7.2 must have approval by CPM.

9.0 TARGET POPULATION

The RSS Demonstration Project will focus its services towards the following target groups: 1) Over 10,000 Relative/NREFM caregivers residing in Los Angeles County approved as Resource Families (See 2015 Relative/NREFM Assessment Data Exhibit A-12 for estimated number of annual assessment leading to approved Resource Families); 2) Over 9,800 children under the care of Relative/NREFM caregivers Resource Families residing in Los Angeles County; 3) Out-of-County DCFS and Probation Department Relative/NREFM caregivers; 4) Children under the custody of DCFS living with Out-Of-County Relative/NREFM caregivers; 5) Children in Kin GAP program; 6) Children receiving benefits through DCFS; 7) Children with previously opened DCFS cases; and 8) informal Relative/NREFM caregiver-children arrangements that may by some estimates be six times larger than those formal Relative/NREFM caregiver families under DCFS and the Department of Probation.

9.1 LOCATION

The service delivery sites shall include but are not limited to: 1) Home of Relative/NREFM caregiver; 2) RSS Contractor Office; and 3) Other RSS Network CBO offices.

9.2 HOURS OF SERVICE

Monday through Friday 8:00 A.M. to 5:00 P.M., Saturday 8:30 A.M. – 3:30 P.M. After-hours and Sunday by arrangements with Applicant or Relative/NREFM Resource Family, or with 24 hours advance notification from CPM via CPD.

10.0 SCOPE OF WORK

Contractor shall provide the Relative Support Services specified in this Statement of Work to all Relative/NREFM caregivers in Los Angeles County, the children under the care of those Relative/NREFM caregivers, and Out-of-County Relative/NREFM caregivers and their placed children who are under the custody of DCFS.

11.0 RELATIVE SUPPORT SERVICES REFERRAL PROCESS

Contractor shall provide contract services when the Relative/NREFM caregiver is referred by DCFS, or Relative/NREFM caregiver directly requests support services in the following manner:

- 11.1 After conducting the Relative/NREFM Support Services Assessment, the RHAS Contractor PPS will refer the Applicant to the RSS Contractor.

- 11.2 For Out-of-County cases, the CPM will refer Relative/NREFM and their children to a nearby SPA RSS Contractor for support services.
- 11.3 Relative/NREFM may be referred to the Contractor through the DCFS Hotline, Warm Line or community service referral system approved or operated by the County.
- 11.4 Los Angeles County Relative/NREFM caregivers may respond directly to Contractor outreach efforts.
- 11.5 Los Angeles County Relative/NREFM caregivers may self-refer and contact Contractor to receive services.
- 11.6 CPD will receive and record RSS referrals, and assign their PPS to commence with RSS contract services.
- 11.7 For Out-of-County referrals from the CPM, when more than one contractor per SPA is contracted, CPM will assign cases to Contractors on a rotational basis, unless otherwise modified because of a Contractor CAP.

12.0 RELATIVE SUPPORT SERVICES COMPONENTS

Contractor shall provide to the Target Population RSS contract services including but not limited to:

12.1 RELATIVE SUPPORT SERVICES NETWORK DEVELOPMENT

Contractor is responsible for identifying available support services for Relative/NREFM caregivers in the SPA. When key support services are not available, the Contractor in consultation with the CPM may elect to develop that support service in the SPA or to provide that service directly.

12.1.1 Contractor must develop an RSS Network of SPA Resources for all RSS contract services referred to under Section 12.5.2 within six (6) months following the start of the contract; reference Exhibit A-1, Performance Requirements Summary, Required Service 2. Subcontracts used to establish the RSS SPA Network shall be approved by DCFS.

12.1.2 Contractor must utilize a minimum of \$111,300 annually where their County RSS Contract Sum is \$482,300, or a minimum of \$75,000 annually where their County RSS Annual Contract Sum is \$325,000, for subcontracting other SPA CBOs to ensure availability of RSS in the SPA Network; reference Exhibit A-1, Performance Requirements Summary, Required Services 3.

12.2 RELATIVE/NREFM CAREGIVER OUTREACH PROGRAM

Contractor shall develop and facilitate outreach campaigns to all Relative/NREFM caregivers and children informing them of available support services and contact information in the SPA. This may include coordination and collaboration with other SPA RSS Contractors and CBOs.

12.2.1 Contractor must ensure all DCFS and Probation Department Relative/NREFM caregivers are contacted at least twice per year and offered RSS contract services; reference Performance Requirements Summary, Required Service 4.

12.2.2 Contractor must ensure two annual events available to all Relative/NREFM caregivers in their SPA area: 1) A Caregiver/Family Appreciation Day, and 2) A Community Resources Fair for Relative/NREFM Caregivers; reference Performance Requirements Summary, Required Service 5.

12.3 FAMILY VISITATION CENTER

Contractor shall provide agency office space for child visitations consistent with DCFS child case plan, including but not limited to parents, children, child relatives, Relative/NREFM caregivers, DCFS and other government agencies.

12.4 SERVICES NAVIGATION FOR RELATIVE/NREFM CAREGIVERS

Contractor shall develop and use a support services navigation protocol assisting Relative/NREFM caregivers to acquire requested services, including but not limited to an overview of governmental assistance, available community resources, and service referrals to CBOs to address all inquiries.

12.4.1 Contractor must contact and initiate RSS within two calendar days of referral from RHAS contractor or County CPM; reference Performance Requirements Summary, Required Service 1.

12.5 KEY RELATIVE SUPPORT SERVICES IN THE SPA NETWORK

12.5.1 **RSS Directly Provided by Contractor**

12.5.1.1 Assistance with Relative Caregiver Emergency Needs including but not limited to food, transportation, one-time financial assistance, and emergency need vouchers. Contractor will utilize the Exhibit A-8 Relative Caregiver Emergency Fund (RCEF) Household Purchase Report to identify items/services, prices, request authorization (as needed) and document for invoicing payment requests any purchases. Contractor may authorize up to \$2,500 per caregiver household for each 12-month period following a Relative Caregiver's first contact with Contractor staff, without pre-approval from the CPM/Designee; amounts exceeding the \$2,500 threshold shall require CPM/Designee prior approval. Contractor will conduct an assessment using Exhibit A-9, DCFS RSS- Assessment Form.

12.5.1.2 Advocacy, including but not limited to assistance with child education, adoption and guardianship issues.

- 12.5.1.3 Assistance with eligibility for governmental benefits including but not limited to ARC, AB 12, CalFresh, CalWORKs, Family Caregiver Support Program, Housing, direct referrals to governmental agencies providing benefits, coordination with County Department liaisons.
- 12.5.1.4 Relative/NREFM caregiver activities, including but not limited to: a minimum of two events open to all Relative/NREFM caregivers and their children.
- 12.5.2 **RSS Referred to Other CBOs in the SPA Network, coordinated and developed by the Contractor**
 - 12.5.2.1 Facilitate Respite and Child Care including but not limited to listings of available resources in the SPA/DCFS Office network area.
 - 12.5.2.2 Support groups and training, including but not limited to listings and schedules of support groups and training available in the SPA;
 - 12.5.2.3 Family Support services, including but not limited to activities to support economic stability/social connection with caregivers and caregiver/parenting classes;
 - 12.5.2.4 Educational advocacy, including but not limited to child school guidance, IEP support;
 - 12.5.2.5 Youth Mentorship programs;
 - 12.5.2.6 Child tutoring, including but not limited to listing of tutoring resources available by school districts and other community and faith-based organizations;
 - 12.5.2.7 Legal assistance, including but not limited to referral to no and low cost legal resources in the SPA;
 - 12.5.2.8 Health/Mental health services and other social services, including but not limited to governmental agencies and private agencies in the SPA;
 - 12.5.2.9 Child Behavioral Intervention and Counseling including referrals to both private and public agencies in the SPA;
 - 12.5.2.10 Permanency Counseling, including but not limited to legal guardianship, adoption and permanency related issues;
 - 12.5.2.11 Transportation services including but not limited to CBO directly transporting clients to/from important appointments, transportation vouchers and passes.

12.6 RSS ASSESSMENT AND SUPPORT SERVICES REVIEW

12.6.1 Review of RSS Assessment and verification of a DCFS involved case, referral from RHAS Contractor or CPM. Completion of Exhibit A-9, DCFS RSS- Assessment form.

12.6.2 RSS Assessment for non-DCFS Relative/NREFM caregiver who has informal custody of child, signed declaration by Relative/NREFM caregiver. Completion of Exhibit A-9, DCFS-RSS Assessment form.

13.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall notify CPM of Contractor’s proposed green initiative outlined in their proposal and any new green initiatives prior to the Contract commencement.

14.0 QUALITY ASSURANCE MONITORING

14.1 Contractor shall produce and implement a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure Contract requirements are met. QAP must be approved by DCFS and be in place at start of Contract. Updates to QAP must be approved by DCFS.

14.2 Contractor shall incorporate the use of Exhibit A-1, Performance Requirements Summary in its QAP and include a plan to ensure uninterrupted service in the event of a strike by either party’s employees or other potential disruption in services.

14.3 Contractor shall provide a copy of its QAP to CPM when the Contract commences, and as changes occur, and shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.

14.4 Contractor shall: 1) immediately notify CPM of any difficulty, problem, or incidents, which may impact or delay the progress or completion of work; and 2) work with CPM to resolve such issues to avoid further problems.

14.5 Contractor shall work with CPM to quickly resolve any issues that emerge regarding Contractor’s performance.

14.6 Each CPM, or authorized designee, will monitor Contractor’s performance in accordance with Section 8.20, County’s Quality Assurance Plan, of the Contract, and Exhibit A-1, Performance Requirements Summary.

14.7 If service delivery is deficient or Contract requirements are not met, the CPM will notify CPD by User Complaint Report (UCR), Exhibit A-11. Contractor shall respond within two (2) business days of receipt.

15.0 DATA COLLECTION

Contractor shall collect, manage and submit data as directed by the County to demonstrate outcomes inclusive of any additional guidelines set forth by DCFS. Contractor shall work with County to develop and implement tracking systems, which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments. Contractor shall perform data entry to support these activities.

16.0 CONTRACTOR RECORDS

16.1 Contractor shall maintain records documenting the services it provides to Applicants and Resource Families under this Contract. At a minimum, Contractor's records shall include the following forms for each RHAS Referral:

- ❖ DCFS RSS Assessment Form 1;
- ❖ DCFS RSS-2 Exhibit A-8, Relative/NREFM Caregiver Emergency Needs Assessment;
- ❖ DCFS RSS- Exhibit A-9, Assessment Form Relative/NREFM Caregiver Support Services Provided

16.2 Contractor shall maintain a database of RSS resource providers in their contract SPA.

16.3 Contractor shall maintain all records in accordance with Section 8.46, Records Retention and Inspection/Audit Settlement of this Contract.

16.4 Contractor shall maintain records pertaining to the procurement of supplies, furnishings and services provided to Relative Caregivers through the RCEF including but not limited to: RCEF Household Purchase Records, RCEF Invoice/Payment Requests – RHAS or RSS, purchase receipts/receipt copies.

16.5 Contractor shall maintain cell phone records pertaining to the services of this Contract.

16.6 Contractor shall immediately make all records available for County to review upon request.

17.0 MONTHLY REPORTS

Monthly Relative Support Services Completion Report, Exhibit A-7.

EXHIBITS
FOR
RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT
RELATIVE SUPPORT SERVICES

DRAFT

PERFORMANCE REQUIREMENTS SUMMARY (RSS)

REQUIRED SERVICE	PERFORMANCE INDICATOR	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1 Contractor must contact and initiate RSS within two calendar days of referral from RHAS Contractor or County CPM.	All referrals evaluated at 100% Compliance	Standard is measured monthly	If standard is not met two consecutive months, County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs for a specified duration.
2 Contractor must develop as RSS Network of SPA Resources for all RSS contract services referred to under Section 12.5.2 within six months following the start of the Contract.	CBO operation must be in 100% compliance of this service need	CPM will conduct a special six month technical review	If standard is not met within six months after the start of RSS contract, County may exercise the option to increase RSS subcontracting funding percentages to other SPA CBOs.
3 Contractor must utilize a minimum of \$111,300 annually where their County RSS Annual Contract Sum is \$482,3000, or a minimum of \$75,000 annually where their County RSS Annual Contract Sum is \$325,000, for subcontracting other SPA CBOs to ensure availability of RSS in the SPA Network.	Standard must be in 100% Compliance	Standard is measured at sixth month of first contract year, and beginning of each subsequent contract year	County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs.
4 Contractor must ensure all DCFS and Probation Department Relative/NREFM caregivers are contacted at least twice per year and offered RSS contract services.	Standard must be in 100% Compliance	Standard is measured monthly	If standard is not met once, County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs for a specified duration. Upon second time Standard is not met, County may exercise option to additionally increase RSS subcontracting to other SPA CBO for a specified duration.
5 Contractor must ensure two annual events available to all Relative/NREFM Caregivers in their SPA area, 1) caregiver/family appreciation day, and 2) A Community Resource Fair for Relative/NREFMs caregivers.	Standard is TBD Compliance	Standard is measured annual review	If standard is not met once, County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs for a specified duration. Upon second time Standard is not met, County may exercise option to additionally increase RSS subcontracting to other SPA CBOs for a specified duration.

PRICING SCHEDULE**RELATIVE SUPPORT SERVICES (RSS)**

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance requirements Summary, Attachments and Contract. This is a cost reimbursement contract not to exceed the maximum annual contract sum of _____. Contractor shall be reimbursed for all reasonable and allowable expenses in conformance with Exhibit ____, 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and for records kept in accordance with Exhibit ____, the County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance requirements Summary, Attachments and Contract. The Contractor agrees not to exceed the Maximum Annual Contract Sum of _____.

NAME OF RSS Contracted Agency:

SPA/DCFS OFFICE AREA:

ESTIMATED RSS REFERRALS, Initial Referrals:

Annual Referrals

Relative Caregiver Emergency Fund

\$ _____

MAXIMUM ANNUAL CONTRACT AMOUNT: \$

Total Maximum Contract Sum \$ _____.

RSS COST DISPLAY

SUBMIT ONE FOR EACH Contract

Number of months in cost reporting period _____

CONTRACTOR'S NAME _____

CONTRACTOR'S NUMBER _____

CONTRACTOR'S FISCAL YEAR (MO /YR - MO /YR) _____

EXHIBIT A-3

CONTRACTOR'S NAME		CONTRACTOR'S NUMBER					CONTRACTOR'S FISCAL YEAR (MO/YY - MO/YY)	
LINE	LINE ITEMS OF COST	(1)	(2)	(3)	(4)	(5)	(6)	(7)
		TOTAL (SUM OF COLS. 3 THRU 6)	ADMINISTRATION	# of Referral Contacts	Network Outreach	Subcontract Services	Annual Relative/NREFM Contracts and Events	
100a	Executive Director Salary							
100b	Assistant Director Salary							
100c	Administrator Salary							
100d	All Other Administrative Salaries							
101	Recruitment Payroll							
102	Training Payroll							
110	Administrative Contracts							
121	Telephone							
122	Postage and Freight							
123	Office Supplies							
132	Conferences, Meetings, In-Service Training							
133	Memberships, Subscriptions, Dues							
134	Printing, Publications							
135	Bonding, General Insurance							
137	Advertising							
138	Miscellaneous							
200	Building and Equipment Payroll							
211	Building Rents and Leases							
214	Acquisition Mortgage Principal & Interest							
215	Property Appraisal Fees							
216	Property Taxes							
TOTAL PROGRAM COST DISPLAY								

SUBMIT ONE FOR EACH CONTRACT - CONTINUED

Number of months in cost reporting period _____

CONTRACTOR'S NAME _____

CONTRACTOR'S NUMBER (IF DIFFERENT) _____

CONTRACTOR FISCAL YEAR (MO/YR - MO/YR) _____

LINE	(1) LINE ITEMS OF COST	(2) TOTAL (SUM OF COLS. 3 THRU 6)	(3) ADMINISTRATION	(4) # of Referral Contacts	(5) Network Outreach	(6) Subcontract Services	(7) Annual Relative/NREFM Contracts and Events
217	Building and Equipment Insurance						
221	Utilities						
222	Building Maintenance						
223	Building and Equipment Contracts						
224	Building and Equipment Supplies						
225	Equipment Leases						
226	Equipment Depreciation Expense						
227	Expendable Equipment						
228	Building and Equipment Miscellaneous						
241	Vehicle Leases						
242	Vehicle Depreciation						
243	Vehicle Operating Costs						
350	Basic Emergency Needs						
352	Other Child-Related Costs						
410	Paraprofessional Payroll and/or Social Worker Contract						
440	Direct Care Contracts						
500	TOTAL EXPENSES						
TOTAL RSS PROGRAM COST DISPLAY							

PURPOSE:

This form displays the annual expenditures of the specific RSS program. The costs displayed should represent actual allowable and reasonable costs incurred for the program during the Contractor's most recent fiscal year.

If the Contractor has more than one RSS Contract a separate form must be completed. The sum of Lines 500, Column 2 on all forms should equal the Contractor's total RSS budget for the fiscal year.

INSTRUCTIONS:

Contractor Name: Enter the name shown on line 1 of the form.

Contractor Number: Enter the number issued by the California Secretary of State.

Agency Fiscal Year: Costs reported are the actual costs incurred for the reporting period which is the agency's most recent fiscal year. Enter the beginning and ending month and year for the agency's fiscal year (e.g., 07/2001 - 06/2002).

Column 1: Line items of costs that might be incurred by an RSS. Enter the amount that was incurred during the program's fiscal year.

Line 100a: Executive Director Salary - Report the annual salary for person designated as the Executive Director. Include payroll, payroll taxes, and benefits (if applicable). Line 100b: Assistant Director Salary - Report annual salary for person designated as the Assistant Director. Include payroll, payroll taxes, and benefits (if applicable).

Line 100c:	Administrator Salary - Report annual salary for person designated as the Administrator. Include payroll, payroll taxes, and benefits (if applicable).				
Line 100d:	All other Administrative Salaries - Report annual salaries for all other staff primarily responsible for the ongoing administration and support functions of the organization, including salaries and wages, overtime, payroll taxes and employee benefits which include vacation, sick leave, contributions to an employee pension plan, and dental and health insurance.				
Line 101:	RSS Support costs - Report the supporting the Relative Caregivers, and assisting them in preparation for approval. Include payroll, payroll taxes, and benefits (if applicable). Line 102 Training Payroll - Report the cost of training the Relative Caregivers. Include payroll, payroll taxes, and benefits (if applicable).				
Line 110:	Administrative Contracts - Report legal, consulting or other contract fees related to the program. Line 121: Telephone - Report all telephone, facsimile (fax), cellular, and pager costs related to the program. Line 122: Postage and Freight - Report all postage and freight costs related to the program.				
Line 123:	Office Supplies - Report office supply costs related to the program.				
Line 132:	Conferences, Meetings, In-Service Training - Report the cost of attending conferences, meetings, and in-service training related to foster care. Line 133: Memberships, Subscriptions, Dues - Report the cost of memberships, subscriptions, and dues related to foster care.				
Line 134:	Printing, Publications - Report all printing and publication costs related to the program.				
Line 135:	Bonding, General Insurance - Report all bonding and general insurance costs related to the program. Line 137: Advertising - Report all costs related to advertising for the program.				
Line 138:	Miscellaneous - Report all costs related to the program not already identified in any other line item on this form.				
Line 200:	Building and Equipment Payroll - Report all program building and equipment payroll costs. Include payroll, payroll taxes, and benefits (if applicable). Line 211: Building Rents and Leases - Report all building rent and lease costs related to the program.				
Line 214:	Acquisition Mortgage Principal & Interest - Report any principal and interest on original acquisition mortgages related to the program. Line 215: Property Appraisal Fees - Report independent appraisals, for both owned and leased property related to the program.				
Line 216:	Property Taxes - Report any taxes for both owned and leased or rented property related to the program.				
Line 217:	Building and Equipment Insurance - Report insurance costs for both owned and leased or rented buildings and equipment related to the program. Line 221: Utilities - Report the cost of electricity, natural gas, water, garbage, and sewer as they apply to the program.				
Line 222:	Building Maintenance - Report all building maintenance costs related to the program.				
TOTAL PROGRAM COST DISPLAY (RSS) (CONTINUED)					
Line 223:	Building and Equipment Contracts - Include building equipment, payroll, payroll taxes and employee benefits, building maintenance, contracts, supplies, equipment leases, equipment depreciation expenses, expendable equipment, and miscellaneous building and equipment expenses. Line 224: Building and Equipment Supplies - Report all building and equipment supply costs.				
Line 225:	Equipment Leases - Report all equipment lease costs.				
Line 226:	Equipment Depreciation Expense - Report equipment depreciation expense. Identify the depreciation methodology in the notes to the financial statements. The total depreciation charges throughout the useful life of the equipment shall not exceed the original cost of the acquisition. Line 227: Expendable Equipment - Report expendable equipment as identified in the financial statements.				
Line 228:	Building and Equipment Miscellaneous - Report miscellaneous building and equipment costs not previously identified. Line 241: Vehicle Leases - Report vehicle lease costs related to the program.				
Line 242:	Vehicle Depreciation - Report vehicle depreciation costs related to the program.				
Line 243:	Vehicle Operating Costs - Report vehicle operating costs such as insurance, fuel, maintenance and repairs, license fees, taxes, and reimbursements to employees for business use of their personal automobiles as it applies to the program.				
Line 300:	Total Paid to Certified Family Homes - The amount reported includes payments to the foster parents for the cost of, and the cost of providing, but is not limited to the following items: food, clothing, shelter, daily supervision, school supplies, personal incidentals, reasonable travel to the child's home for visitation, once which covers the child.				
Line 352:	Other Child-Related Costs - Report all other child-related costs.				
Line 410:	Social Worker Payroll and/or Social Worker Contract - Report all social worker payroll or contract costs. Include payroll, payroll taxes, and benefits (if applicable).				
Line 440:	Direct Care Contracts - Report any direct care contract costs not identified elsewhere. Line 500: Total Expenses - Enter the total amount of each column.				
Column 2:	Total. Enter total program expenditures for each line item of cost that was incurred during the agency's fiscal year. If a cost item is shared among two or more programs, enter only that portion spent for the specific program.				
EXAMPLE: The agency office is used for two programs. Program A serves 20 children. Program B serves 10 children. If the rental cost for the office (line item 211) is \$9,000 for the year, the cost could appropriately be allocated by entering \$6,000 on the form for Program A and \$3,000 on the form Program B. Explain in column 7 the allocation method used to arrive at this program's share of costs.					
Columns 3-6:	Activity. Based on percentage of use, or other appropriate allocation explained in column 7, enter the proportion of the cost in column 2 that is spent for each of these activities.				
EXAMPLE: The agency car operating expenses (gas, oil, maintenance, repair) are \$4,000 for the year. It is used 50% of the time by the social worker, 20% for administrative duties, 20% by training personnel, and 10% for recruitment of new certified foster parents. This cost will be shown as follows:					
Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Total	Administration	# of Referral Contacts	Network Outreach	Subcontract Services	Relative/NREFM Contracts and Events
\$4,000	\$800	\$400	\$800	\$2,000	\$2,500
Column 7: Explain how the figures in columns 3-6 were determined, including the allocation bases. If more space is necessary, attach an additional sheet.					
Revised September 19, 2016					

RSS COST DISPLAY

SUBMIT ONE FOR EACH Contract

Number of months in cost reporting period _____

CONTRACTOR'S NAME		CONTRACTOR'S NUMBER					CONTRACTOR'S FISCAL YEAR (MO/YR. - MO/YR)	
LINE	LINE ITEMS OF COST	(1)	(2)	(3)	(4)	(5)	(6)	(7)
		TOTAL (SUM OF COLS. 3 THRU 6)	ADMINISTRATION	# of Referral Contacts	Network Outreach	Subcontract Services	Annual Relative/NRFM Contracts and Events	
100a	Executive Director Salary							
100b	Assistant Director Salary							
100c	Administrator Salary							
100d	All Other Administrative Salaries							
101	Recruitment Payroll							
102	Training Payroll							
110	Administrative Contracts							
121	Telephone							
122	Postage and Freight							
123	Office Supplies							
132	Conferences, Meetings, In-Service Training							
133	Memberships, Subscriptions, Dues							
134	Printing, Publications							
135	Bonding, General Insurance							
137	Advertising							
138	Miscellaneous							
200	Building and Equipment Payroll							
211	Building Rents and Leases							
214	Acquisition Mortgage Principal & Interest							
215	Property Appraisal Fees							
216	Property Taxes							
TOTAL PROGRAM COST DISPLAY								

SUBMIT ONE FOR EACH CONTRACT - CONTINUED

Number of months in cost reporting period _____

CONTRACTOR'S NAME _____

CONTRACTOR'S NUMBER (if different) _____

CONTRACTOR FISCAL YEAR (MO/YR - MO/YR) _____

LINE	(1) LINE ITEMS OF COST	(2) TOTAL (SUM OF COLS. 3 THRU 6)	(3) ADMINISTRATION	(4) # of Referral Contracts	(5) Network Outreach	(6) Subcontract Services	(7) Annual Relative/NREFM Contracts and Events
217	Building and Equipment Insurance						
221	Utilities						
222	Building Maintenance						
223	Building and Equipment Contracts						
224	Building and Equipment Supplies						
225	Equipment Leases						
226	Equipment Depreciation Expense						
227	Expendable Equipment						
228	Building and Equipment Miscellaneous						
241	Vehicle Leases						
242	Vehicle Depreciation						
243	Vehicle Operating Costs						
350	Basic Emergency Needs						
352	Other Child-Related Costs						
410	Paraprofessional Payroll and/or Social Worker Contract						
440	Direct Care Contracts						
500	TOTAL EXPENSES						
TOTAL RSS PROGRAM COST DISPLAY							

PURPOSE:

This form displays the annual expenditures of the specific RSS program. The costs displayed should represent actual allowable and reasonable costs incurred for the program during the Contractor's most recent fiscal year.

If the Contractor has more than one RSS Contract a separate form must be completed. The sum of Lines 500, Column 2 on all forms forms should equal the Contractor's total RSS budget for the fiscal year.

INSTRUCTIONS:

Contractor Name: Enter the name shown on line 1 of the form.

Contractor Number: Enter the number issued by the California Secretary of State.

Agency Fiscal Year: Costs reported are the actual costs incurred for the reporting period which is the agency's most recent fiscal year. Enter the beginning and ending month and year for the agency's fiscal year (e.g., 07/2001 - 06/2002).

Column 1: Line items of costs that might be incurred by an RSS. Enter the amount that was incurred during the program's fiscal year.

Line 100a: Executive Director Salary - Report the annual salary for person designated as the Executive Director. Include payroll, payroll taxes, and benefits (if applicable). Line 100b: Assistant Director Salary - Report annual salary for person designated as the Assistant Director. Include payroll, payroll taxes, and benefits (if applicable).

Line 100c: Administrator Salary - Report annual salary for person designated as the Administrator. Include payroll, payroll taxes, and benefits (if applicable).

Line 100d: All other Administrative Salaries - Report annual salaries for all other staff primarily responsible for the ongoing administration and support functions of the organization, including salaries and wages, overtime, payroll taxes and employee benefits which include vacation, sick leave, contributions to an employee pension plan, and dental and health insurance.

Line 101: RSS Support costs - Report the supporting the Relative Caregivers, and assisting them in preparation for approval. Include payroll, payroll taxes, and benefits (if applicable). Line 102 Training Payroll - Report the cost of training the Relative Caregivers. Include payroll, payroll taxes, and benefits (if applicable).

Line 110: Administrative Contracts - Report legal, consulting or other contract fees related to the program. Line 121: Telephone - Report all telephone, facsimile (fax), cellular, and pager costs related to the program. Line 122: Postage and Freight - Report all postage and freight costs related to the program.

Line 123: Office Supplies - Report office supply costs related to the program.

Line 132: Conferences, Meetings, In-Service Training - Report the cost of attending conferences, meetings, and in-service training related to foster care. Line 133: Memberships, Subscriptions, Dues - Report the cost of memberships, subscriptions, and dues related to foster care.

Line 134: Printing, Publications - Report all printing and publication costs related to the program.

Line 135: Bonding, General Insurance - Report all bonding and general insurance costs related to the program. Line 137: Advertising - Report all costs related to advertising for the program.

Line 138: Miscellaneous - Report all costs related to the program not already identified in any other line item on this form.

Line 200: Building and Equipment Payroll - Report all program building and equipment payroll costs. Include payroll, payroll taxes, and benefits (if applicable). Line 211: Building Rents and Leases - Report all building rent and lease costs related to the program.

Line 214: Acquisition Mortgage Principal & Interest - Report any principal and interest on original acquisition mortgages related to the program. Line 215: Property Appraisal Fees - Report independent appraisals, for both owned and leased property related to the program.

Line 216: Property Taxes - Report any taxes for both owned and leased or rented property related to the program.

Line 217: Building and Equipment Insurance - Report insurance costs for both owned and leased or rented buildings and equipment related to the program. Line 221: Utilities - Report the cost of electricity, natural gas, water, garbage, and sewer as they apply to the program.

Line 222: Building Maintenance - Report all building maintenance costs related to the program.

TOTAL PROGRAM COST DISPLAY (RSS) (CONTINUED)

Line 223: Building and Equipment Contracts - Include building equipment, payroll, payroll taxes and employee benefits, building maintenance, contracts, supplies, equipment leases, equipment depreciation expenses, expendable equipment, and miscellaneous building and equipment expenses. Line 224: Building and Equipment Supplies - Report all building and equipment supply costs.

Line 225: Equipment Leases - Report all equipment lease costs.

Line 226: Equipment Depreciation Expense - Report equipment depreciation expense. Identify the depreciation methodology in the notes to the financial statements.

The total depreciation charges throughout the useful life of the equipment shall not exceed the original cost of the acquisition. Line 227: Expendable Equipment - Report expendable equipment as identified in the financial statements.

Line 228: Building and Equipment Miscellaneous - Report miscellaneous building and equipment costs not previously identified. Line 241: Vehicle Leases - Report vehicle lease costs related to the program.

Line 242: Vehicle Depreciation - Report vehicle depreciation costs related to the program.

Line 243: Vehicle Operating Costs - Report vehicle operating costs such as insurance, fuel, maintenance and repairs, license fees, taxes, and reimbursements to employees for business use of their personal automobiles as it applies to the program.

Line 350: Total Paid to Certified Family Homes - The amount reported includes payments to the foster parents for the cost of, and the cost of providing, but is not limited to the following items: food, clothing, shelter, daily supervision, school supplies, personal incidentals, reasonable travel to the child's home for visitation, inces which covers the child.

Line 352: Other Child-Related Costs - Report all other child-related costs.

Line 410: Social Worker Payroll and/or Social Worker Contract - Report all social worker payroll or contract costs. Include payroll, payroll taxes, and benefits (if applicable).

Line 440: Direct Care Contracts - Report any direct care contract costs not identified elsewhere. Line 500: Total Expenses - Enter the total amount of each column.

Column 2: Total: Enter total program expenditures for each line item of cost that was incurred during the agency's fiscal year. If a cost item is shared among two or more programs, enter only that portion spent for the specific program.

EXAMPLE: The agency office is used for two programs. Program A serves 20 children, Program B serves 10 children. If the rental cost for the office (line item 211) is \$9,000 for the year, the cost could appropriately be allocated by entering \$6,000 on the form for Program A and \$3,000 on the form Program B. Explain in column 7 the allocation method used to arrive at this program's share of costs.

Columns Activity: Based on percentage of use, or other appropriate allocation explained in column 7, enter the proportion of the cost in column 2 that is spent for each of these activities.

EXAMPLE: The agency car operating expenses (gas, oil, maintenance, repair) are \$4,000 for the year. It is used 50% of the time by the social worker, 20% for administrative duties, 20% by training personnel, and 10% for recruitment of new certified foster parents. This cost will be shown as follows:

Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Total	Administration	# of Referral Contacts	Network Outreach	Subcontract Services	Relative/NREFM Contracts and Events
\$4,000	\$800	\$400	\$800	\$2,000	\$2,500

Column 7: Explain how the figures in columns 3-6 were determined, including the allocation bases. If more space is necessary, attach an additional sheet.

Revised September 19, 2016

REQUIRED SUB-CONTRACT COMPONENTS

ALL SUB-CONTRACTS SHALL INCLUDE, AT A MINIMUM, THE LANGUAGE IN SECTION I AND THE COMPONENTS LISTED IN SECTION II BELOW:

SECTION I

The recitals of the sub-contract shall include the following:

WHEREAS, in order to fulfill its obligations to the County of Los Angeles under the Prime Contract, Contractor desires to engage Sub-contractor for _____ Services, and

Prime Contract

Notwithstanding any other provision of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with the County of Los Angeles and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the County of Los Angeles.

Third Party Beneficiary

Contractor and Subcontractor understand and agree that this Subcontract is entered into for the benefit of the County of Los Angeles, and that the County of Los Angeles is hereby expressly made a third party beneficiary of this Subcontract.

Notwithstanding any other provision of this subcontract, the County of Los Angeles does not intend for the Subcontractor to acquire any rights as a third party beneficiary of the prime contract.

Insurance requirements

An option for compliance with the insurance requirements of the Contract is for the Prime Contractor to cover the sub-contractor on their agency's insurance policy. If not, the sub-contractor must purchase coverage to meet the following insurance requirements.

General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of the Prime Contract, Exhibit A. These minimum insurance

coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration

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

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

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

Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

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

CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

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

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

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

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

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

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

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

COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

Insurance Coverage Requirements:

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

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

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

Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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 three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

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

Payments

The section that addresses payments shall include the following sub-section:

The County of Los Angeles shall not be liable or responsible in any way to the Sub-contractor or its officers, employees and agents, for any compensation or costs related to this Sub-contract.

SECTION II

Parties to the sub-contract

The sub-contract must indicate the names of all parties to the sub-contract.

Addresses of prime and sub contractors

The sub-contract shall include addresses of the prime and sub-contractors, and indicate them as such.

Nature of services being contracted to be included in the Recitals

The sub-contract shall indicate the nature of services the prime contract provides, and the nature of the services the sub-contract will provide.

Length of the sub-contract

The sub-contract shall include the start date and end date of the contract.

Maximum Contract Sum

The sub-contract shall include the total contract amount for the length of the contract.

Invoice and Payment Information

The section that addresses payments shall detail: the unit of payment i.e. hourly, daily, or the service rate; the number of units of service the sub-contractor will provide, and a complete description of the services to be provided.

The sub-contract shall include a method for the sub-contractor to submit invoices, and a method for the sub-contractor to be paid.

Confidentiality language

Language mandating compliance with Contractor's Non-Employee Acknowledgment and Confidentiality Agreement; and mandating the maintenance of confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

Federal Excluded Party List

Language mandating verification that the subcontractor or sub-contractor's employees are in the Federal Excluded Party List System.

<https://www.epls.gov/>

County of Los Angeles Debarment List

Language mandating verification that the subcontractor or sub-contractor's employees are not on the County of Los Angeles Debarment List.

<http://purchasingcontracts.co.la.ca.us/DebarmentList.asp>

Criminal Clearance language

Language mandating the criminal clearance of sub-contractor and sub-contractor's employees.

Language indicating that the sub-contractor and the sub-contractor's employees are mandated to disclose any prior or subsequent criminal conviction record or any pending criminal trial.

Language prohibiting the engagement of services of any individual convicted of any crime involving conduct that is harmful to the health, morals, welfare or safety of others including the offenses specified in Health and Safety Code 11590 (offenses requiring registration as a controlled substance offender) and all crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

Signature Page

The signature page shall include signature blocks for the prime contractor and the sub-contractor. Each signature block shall include lines for the:

- Name of Agency
- Printed Name of the Signer
- Printed Title of the Signer
- Signature

The signature block for the sub-contractor shall also include a line for the agency's **Tax Identification Number**.

Exhibit A-6

Week ending: _____

RSS agency: _____

Weekly Reconciliation Record for RSS Referrals

Received Date	Emergency Placement (Y/N)	Family Name	Address	Assigned CBO Worker	DCFS or Probation Assessment

Total received for week: _____ Total DCFS: _____

Total Probation: _____

Form to be submitted to CPM each Monday for the previous week.

[illegible]

To be submitted to CPM no later than the 5th of each month for the previous month.

RELATIVE CAREGIVER EMERGENCY FUND (RCEF) HOUSEHOLD PURCHASE RECORD (RHAS)

Relative Caregiver/Primary RFA Applicant Name: _____

Relative Caregiver/Primary RFA Applicant Address: _____

Relative Caregiver Contact Numbers: Home Phone: _____ Cell Phone: _____

Names of Other Relative Caregivers/Adults in Household:

1. _____

2. _____

3. _____

4. _____

Child Name/Gender/Age:

1. _____ [] Male [] Female Age: _____

2. _____ [] Male [] Female Age: _____

3. _____ [] Male [] Female Age: _____

4. _____ [] Male [] Female Age: _____

5. _____ [] Male [] Female Age: _____

6. _____ [] Male [] Female Age: _____

Purpose of Purchased Items/Services (Check all that applies)☐ Required for Home Environment Corrective Action Plan (CAP)/Documented Alternative Plan (DAP)☐ Required to maintain RFA Home Environment Standard☐ Required to maintain child placement in Applicant's/Relative Caregiver's household.☐ Purchase of Items/Services exceeds Applicant's/Relative Caregiver's resources.**Purchased Items/Services (Consult RCEF Procurement List for CBOs)**

ITEM/SERVICE	UNIT PRICE	PRICE
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
		Total Cost: \$ _____

RHAS/RSS Agency: _____ SPA/DCFS OFFICE: _____

Agency Staff Determining Items/Services Print Name

Agency Staff Determining Items/Services Signature

Date: _____

Contract Program Director/Designee, Print Name

Contract Project Director/Designee Signature

Date: _____

If Total Cost or sum of RCEF for the Annual Contract Period exceeds \$2,500, RHAS or RSS County Program Manager purchase authorization is required.

County Program Manager/Designee, Print Name

County Program Manager/Designee Signature, Authorization of Purchase Over \$2,500

Date : _____

USER COMPLAINT REPORT

This form is to be used by DCFS users of 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's Project Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor's staff.
- ☐ Contractor not submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

To report an urgent/serious problem, call County Program Manager and

Send UCR to: CPM: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

ASPA REPORT				
		Initial	Annual	Grand Total
SPA 1		1326	723	2049
	Lancaster	768	364	1132
	Palmdale	558	359	917
SPA 2		1029	543	1572
	San Fernando Valley (Chatsworth)	568	253	821
	Santa Clarita	262	188	450
	West San Fernando Valley	199	102	301
SPA 3		1596	1097	2693
	El Monte	180	133	313
	Glendora	567	403	970
	Pasadena	362	185	547
	Pomona	487	376	863
SPA 4		107	33	140
	Metro North	107	33	140
SPA 5		59	30	89
	West Los Angeles	59	30	89
SPA 6		2524	901	3425
	Compton	339	164	503
	Vermont Corridor	886	540	1426
	Wateridge	1299	197	1496
SPA 7		1424	750	2174
	Belvedere	551	371	922
	Santa Fe Springs	873	379	1252
SPA 8		2103	963	3066
	South County	1345	587	1932
	Torrance	758	376	1134
Countywide		31	45	76
	American Indian	11	31	42
	Asian Pacific Project	15	9	24
	Deaf Services Unit	5	5	10
NO SPA		615	864	1479
	BSP Medical Placement	17	57	74
	NO OFFICE INDICATED	598	807	1405
Grand Total		10814	5949	16763

COUNTY'S ADMINISTRATION PROPOSER'S (EEO) CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

CONTRACTOR's ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

CONTRACTOR and CONTRACTOR's Staff agree to report any and all violations of this agreement by CONTRACTOR and CONTRACTOR's Staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's Staff become aware.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement

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

CONTRACTOR Name _____ Contract No _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(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's Name _____ Contract
No. _____

Non-Employee _____ Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

CONTRACTOR Name _____ Contract
No. _____

Employee _____ Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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CONFIDENTIALITY AGREEMENT:

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement

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

CONTRACTOR Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**DEPARTMENT OF AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

Revision: March 2014

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.2 Prepaid Expenses

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

2.0 Accounting System

Each CONTRACTOR shall maintain a ***double entry accounting system*** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

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

Example:

	<u>Debit</u>	<u>Credit</u>
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
 - COUNTY payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
 - Description (entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

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

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

- Date
- Check Number
- Cash (Credit) Column
- Expense Account Name
- Description

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

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

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

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

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

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

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

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

2.7 CONTRACTOR Invoices

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

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Supporting Documentation

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

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

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.)
– bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

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

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

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

- Invoices – Vendor name and date
- Checks – Number
- Vouchers – Number
- Revenue – Receipt number

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

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

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

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

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal

awards, including pass-through awards, have annual audits. Details are contained in the Circular.

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

7.0 Subcontracts

CONTRACTOR shall not subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

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

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

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

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

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. **Petty cash**

disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

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

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

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

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

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

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

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

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

Non-Capital Asset Equipment

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

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

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

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

4.3 Depreciation and Use Allowance

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

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

4.5 Security

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

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

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

C. COST PRINCIPLES

1.0 Policy

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

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

1.4 Unspent Funds

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

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

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

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

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

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

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

F. GOVERNANCE**OVERVIEW**

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

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

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

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

1.0 Independence

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

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

2.0 Oversight Mechanisms

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

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

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

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

compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

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

Nominating Committee

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

Compensation and Benefits Committee

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

Audit Committee

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

Annual Audit Duties:

- If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

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

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

3.0 Reporting Fraud/Misconduct

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

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

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

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

Online: www.lacountyfraud.org

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

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

COUNTY ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR's NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to CONTRACTOR shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____ CAGE CODE: _____ NAICS CODE: _____
<input type="checkbox"/> As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference. <input type="checkbox"/> The NAICS Code shown corresponds to the services in this solicitation. <input type="checkbox"/> Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN

BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. Contractor means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Jury Service Program Certification and Los Angeles County Code 2.203 (jury Service Program)

- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to CONTRACTORS who enter into contracts that commence after July 11, 2002. This chapter shall also apply to CONTRACTORS with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 CONTRACTOR Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR. (Ord. 2002-0015 § 1 (part), 2002)
- Jury Service Program Certification and Los Angeles County Code 2.203 (jury Service Program)

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafein.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafeLA.org



Ley de Entrega de Bebés Sin Peligro

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

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

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmale que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

-OR-

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

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

Print Name	Title:
Signature:	Date:



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

Exhibit K

CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Exhibit L

NOTICE TO EMPLOYEES

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time or part-time employee and perform any service to the County under this contract, you must be paid a "Living Wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS. . .

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

If you believe your rights have been violated, you should immediately contact the following:

Department Administering this Contract

County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

Exhibit M



LIVING WAGE ORDINANCE NOTICE TO EMPLOYEES

Receipt Acknowledgement

CONTRACT NO.:

NAME OF CONTRACTOR:

POLICY: Contractor shall distribute, at least annually, the LWO Notice to Employees handout to all employees providing a service to the County.

INSTRUCTIONS: Upon contract startup, a copy of the handout shall be provided to each contract employee and a Receipt Acknowledgement completed. The completed acknowledgement shall be retained in contractor's files and be available for review upon request of County staff. If new employees are hired during the term of the contract, the contractor shall provide a copy of the handout to new employees and complete the acknowledgement listing each new employee.

Annually, following the initial service date, the contractor shall redistribute a copy of the LWO Notice to Employees handout to each contract employee and complete an updated Receipt Acknowledgement documenting the redistribution. The completed updated acknowledgement shall be retained in contractor's files and be available for review upon request by County staff.

This form must be retained by contractor for a minimum of seven (7) years.

EMPLOYEE'S SIGNATURE ACKNOWLEDGES RECEIPT
OF A LWO NOTICE TO EMPLOYEES HANDOUT

EMPLOYEE NAME (LAST, FIRST)	EMPLOYEE NO	EMPLOYEE'S SIGNATURE	DATE

Page of pages



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

Exhibit N

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by
(Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing
on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month
and Year), all persons employed on said work site have been paid the full weekly wages
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf
of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that
no deductions have been made either directly or indirectly, from the full wages earned by any
person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle
A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

1. That any payrolls otherwise under this contract required to be submitted for the above
period are correct and complete; that the wage rates for employees contained therein are
not less than the applicable County of Los Angeles Living Wage rates contained in the
contract.

I have reviewed the information in this report and as company owner or authorized agent for this
company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE
CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE
CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR
PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE
SERIOUSNESS OF THE VIOLATION.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

- D** 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

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

Signature

Date

Name and Title of Signer (please print)

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Title

Date

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

PERFORMANCE REQUIREMENTS SUMMARY (RSS)

REQUIRED SERVICE		PERFORMANCE INDICATOR	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1	Contractor must contact and initiate RSS within two calendar days of referral from RHAS Contractor or County CPM.	All referrals evaluated at 100% Compliance	Standard is measured monthly	If standard is not met two consecutive months, County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs for a specified duration.
2	Contractor must develop as RSS Network of SPA Resources for all RSS contract services referred to under Section 12.5.2 within six months following the start of the Contract.	CBO operation must be in 100% compliance of this service need	CPM will conduct a special six month technical review	If standard is not met within six months after the start of RSS contract, County may exercise the option to increase RSS subcontracting funding percentages to other SPA CBOs.
3	Contractor must utilize a minimum of \$111,300 annually where their County RSS Annual Contract Sum is \$482,300, or a minimum of \$75,000 annually where their County RSS Annual Contract Sum is \$325,000, for subcontracting other SPA CBOs to ensure availability of RSS in the SPA Network.	Standard must be in 100% Compliance	Standard is measured at sixth month of first contract year, and beginning of each subsequent contract year	County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs.
4	Contractor must ensure all DCFS and Probation Department Relative/NREFM caregivers are contacted at least twice per year and offered RSS contract services.	Standard must be in 100% Compliance	Standard is measured monthly	If standard is not met once, County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs for a specified duration. Upon second time Standard is not met, County may exercise option to additionally increase RSS subcontracting to other SPA CBO for a specified duration.
5	Contractor must ensure two annual events available to all Relative/NREFM Caregivers in their SPA area, 1) caregiver/family appreciation day, and 2) A Community Resource Fair for Relative/NREFMs caregivers.	Standard is TBD Compliance	Standard is measured annual review	If standard is not met once, County may exercise option to increase RSS subcontracting funding percentage to other SPA CBOs for a specified duration. Upon second time Standard is not met, County may exercise option to additionally increase RSS subcontracting to other SPA CBOs for a specified duration.

RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT

RELATIVE HOME ASSESSMENT SERVICES (RHAS)

Agency Name	SPA	SUPV District	CONTRACT PERIODS			
			12/15/16 to 12-14-17	12/15/17 to 12-14-18	12/15/18 to 12-14-19	12/15/19 to 6-14-20
Antelope Valley Partners for Health	1	5 th	\$826,337	\$826,337	\$826,337	\$413,169
Optimist Boys Home & Ranch, Inc.	1	1 ST & 5 TH	\$654,067	\$654,067	\$654,067	\$327,036
El Centro Amistad, The Friendship Center	2	3 rd	\$638,310	\$638,310	\$638,310	\$319,155
Aviva Family and Children's Services	2	3 rd	\$296,227	\$296,227	\$296,227	\$148,114
Penny Lane Centers	2	3 rd & 5 TH	\$320,032	\$320,032	\$320,032	\$160,016
Rosemary Children's Services	3	5 th	\$1,781,950	\$1,781,950	\$1,781,950	\$890,975
Aviva Family and Children's Services	4	3 rd	\$146,852	\$146,852	\$146,852	\$73,426
Guardians of Love, FFA	5	2 nd	\$135,497	\$135,497	\$135,497	\$67,749
The Dangerfield Institute	6	2 nd	\$1,301,845	\$1,301,845	\$1,301,845	\$650,923
Guardians of Love, FFA	6	2 nd	\$1,270,592	\$1,270,592	\$1,270,592	\$635,296
Penny Lane Centers	7	3 rd & 5 TH	\$1,471,151	\$1,471,151	\$1,471,151	\$735,576
ChildNet Youth and Family Services, Inc.	8	4 th	\$2,124,161	\$2,124,161	\$2,124,161	\$1,062,081
Annual Sums			\$10,967,021	\$10,967,021	\$10,967,021	\$5,483,516

**RELATIVE SUPPORT SERVICES DEMONSTRATION PROJECT
RELATIVE SUPPORT SERVICES (RSS)**

Agency Name	SPA	SUPV District	CONTRACT PERIODS			
			12/15/16 to 12-14-17	12/15/17 to 12-14-18	12/15/18 to 12-14-19	12/15/19 to 6-14-20
Antelope Valley Partners for Health	1	5 th	\$325,000	\$325,000	\$325,000	\$162,500
Children Center of the Antelope Valley	1	5 th	\$325,000	\$325,000	\$325,000	\$162,500
Friends of the Family	2	3 rd	\$325,000	\$325,000	\$325,000	\$162,500
Penny Lane Centers	2	3 rd & 5 TH	\$325,000	\$325,000	\$325,000	\$162,500
Foothill Family Services	3	5 th	\$482,300	\$482,300	\$482,300	\$241,150
Children's Bureau	4	1 st	\$325,000	\$325,000	\$325,000	\$162,500
South Bay Center for Counseling	5	4 th	\$325,000	\$325,000	\$325,000	\$162,500
Aviva Family and Children's Services	7	3 rd	\$482,300	\$482,300	\$482,300	\$241,150
Spiritt Family Services	7	4 th	\$482,300	\$482,300	\$482,300	\$241,150
Cambodian Associate of America	8	4 th	\$325,000	\$325,000	\$325,000	\$162,500
South Bay Center for Counseling	8	4 th	\$325,000	\$325,000	\$325,000	\$162,500
Annual Sums			\$4,046,900	\$4,046,900	\$4,046,900	\$2,023,450

Relative Caregiver Emergency Fund: Total Cost - \$2,263,005

RSS Demonstration Project Annual Cost: \$17,276,926

RSS Demonstration Project Maximum Contracts Sum: \$60,469,241