



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

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 December 20, 2016

LORI GLASGOW
EXECUTIVE OFFICER

December 13, 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:

RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE SERVICES FOR THE SAFE CHILDREN AND STRONG FAMILIES SERVICE DELIVERY CONTINUUM FOR PARTNERSHIPS FOR FAMILIES SERVICE CATEGORY (ALL SUPERVISORIAL DISTRICTS) – (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to award 10 contracts under the Safe Children and Strong Families (SCSF) Service Delivery Continuum for the service category of Partnerships for Families (PFF) Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS or his designee to prepare and execute contracts, with the agencies and amounts indicated in Attachment A, to provide services for the SCSF delivery continuum, for the service category of PFF and approve the use of the Form Contract substantially similar to Attachment B for PFF Contracts to support the SCSF delivery continuum.
2. The contract term is three years from January 1, 2017, through December 31, 2019, with the option to extend two additional one-year periods from January 1, 2020, to December 31, 2021. The Maximum Annual Contract Sum is \$10,597,284. The aggregate five year Maximum Contract Amount is \$52,986,420. Funding is included in the 2016-2017 Fiscal Year Adopted Budget, and it will be included for subsequent fiscal years in the Department's budget requests.
3. Delegate authority to the Director of DCFS or his designee to send written notices for any required extensions to these contracts and to negotiate and execute amendments to the contracts for any

reallocation of funds among the contracts, including unspent funds to meet unanticipated demands; or to increase or decrease the maximum contract sum not to exceed 10 percent, when such a change is necessitated by additional and necessary services, provided sufficient funding is available.

4. Delegate authority to the Director or his designee to terminate contracts with PFF Contractors upon their request, and those that have closed or are in default of their contract's requirements.
5. Delegate authority to the Director of DCFS or his designee to negotiate and execute amendments to the contracts for any mergers, acquisitions or changes in ownership.
6. Delegate authority to the Director of DCFS or his designee to negotiate and execute amendments to the contracts for any required contract language revisions due to changes in State and Federal regulations.

The approval of County Counsel will be obtained prior to executing any amendments and the Director or his designee will notify the Board and CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide an integrated continuum of culturally responsive strength-based services by using a comprehensive, family-centered and community-oriented resource directed approach to vulnerable children and families in Los Angeles County. The SCSF delivery continuum includes services and supports ranging from those aimed to prevent occurrence or reoccurrence of child abuse and neglect among families that are not involved with DCFS or those exiting the DCFS system to services that facilitate and support permanency for children placed in out-of-home care and adoptive homes. The SCSF delivery continuum is made up of five programs: Adoption Promotion and Support Services (APSS), Child Abuse Prevention, Intervention and Treatment (CAPIT) Services, Family Preservation (FP), Prevention and Aftercare Services (PnA), and Partnerships for Families (PFF). In this Board letter, the only contracts recommended for approval are for the PFF program. The other SCSF Programs, APSS, CAPIT and PnA contracts were awarded on January 1, 2015, through December 31, 2017, with two one-year options through December 31, 2019. A separate Board letter will be provided later for FP after the debriefing and appeal process is completed.

A synopsis of the recommended services is as follows:

The PFF services are short-term family centered interventions designed to diminish factors known to be associated with child abuse and neglect. The PFF contractors provide services and support to treat the consequences of child maltreatment, as well as prevent new or subsequent involvement with Child Protective Services.

PFF consists of interventions designed to (1) prevent child maltreatment and increase child safety within the home, (2) facilitate the preservation of families at high to very high risk of child abuse and neglect, (3) develop and strengthen the community safety net, and (4) develop and strengthen parental protective factors. PFF services have been in existence since 2006 and administered by Los Angeles County Children and Family First-Proposition 10 Commission (First 5 LA). The current PFF funding agreement will expire on December 31, 2016.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan's Goal #5, Children's and Families' Well-Being: Strategy 3 – Safety and Survival to enhance the ability of children to live in safe, stable, and nurturing families. The recommended actions will ensure continuation of safety for children in high-risk families in need of protection from abuse, neglect and distress, as measured by the achievements in four out of six outcome areas adopted by the Board related to good health, economic well-being, safety and survival, and social and emotional well-being.

FISCAL IMPACT/FINANCING

The estimated aggregate maximum annual cost for the five year period is \$52,986,420 (see Attachment A). The maximum annual cost for this program is \$10,597,284, financed by 100 percent 2011 State Realignment funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 12, 2014, the Board approved a Funding Agreement between the DCFS and First 5 LA for continued funding of the nine existing PFF contracts administered by First 5 LA. This agreement was effective on January 1, 2015, through June 30, 2016, or until DCFS completed a solicitation to procure PFF services.

The total number of contracts to be awarded is 10, as listed in Attachment A.

This Board letter has been reviewed by County Counsel and the CEO. County Counsel has approved the Contract (Attachment B) as to form.

CONTRACTING PROCESS

On September 24, 2015, the solicitation to procure FP and PFF services was released. The Request for Proposals (RFP) announcement was posted on the Internal Services Department (ISD) and DCFS websites. The Proposer's Conference was held on October 8, 2015. The PFF proposals submission date was December 1, 2015. A total of 35 PFF proposals were received by the due date.

The PFF evaluator training was conducted on January 21, 2016. All the evaluators signed and dated the Evaluator's Confidentiality and Disclosure Agreement "No Conflict of Interest" Forms. The Responsiveness Review and Reference Calls period started on January 18, 2016, through February 1, 2016. The Informed Averaging Meeting trainings were conducted on January 28, 2016, and the Informed Averaging Meetings were completed on March 24, 2016. One of the recommended agencies was awarded preference points pursuant to Section II of the Implementation Instructions for the Social Enterprise (SE) Preference Program (previously known as the Transitional Job Opportunities Preference Program) approved by the Board on

February 13, 2007.

There were 14 PFF Debriefing Meetings and all of the agencies that attended the Debriefing Meetings signed and submitted the Notice of Intent for a Proposer's Contractor Selection Review (PCSR) form, however, only five Proposers submitted PCSR requests. The PCSRs were conducted by personnel that were not involved in the solicitation process. Reviewers of the PCSRs determined that all assertions were unfounded. The results of the PCSRs were emailed and mailed to the Proposers along with the Transmittal Form to Request a County Independent Review (CIR). Subsequently, on September 9, 2016, Contracts Administration Division (CAD) received four CIR requests. On September 26, 2016, CAD provided the ISD with the four CIR requests for the final stage of the appeals process. DCFS received the CIR findings on October 20, 2016. Three of the four protests were determined to be without merit. The fourth protest included four separate assertions; one of the assertions was found to have merit. The assertion stemmed from the fact that a single evaluator entered page numbers into his comments on a Microsoft Excel spreadsheet in such a way that the software converted the numbers into a date format. The error did not affect the scoring of any proposals. Based upon the overall findings in the CIRs, DCFS does not believe that a single finding of merit justify the invalidation of the solicitation and is proceeding with the ten recommended contract awards as indicated in Attachment A.

The Department has evaluated and determined that the Living Wage Program (County Code 2.201) and the Proposition A requirements, are not applicable to these contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the PFF service contracts will continue to help families facilitate and improve child safety in their homes. The objective of the program is to provide services to enhance and ensure that families have the knowledge, skills, and support to keep families together.

These contracts will not infringe on the role of the County in relationship to its residents and there is no change in risk exposure to the County.

CONCLUSION

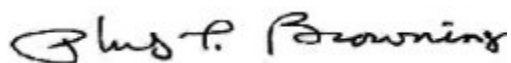
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services.

The Honorable Board of Supervisors

12/13/2016

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Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive style with a large initial "P".

PHILIP L. BROWNING

Director

PLB:CMM:KR

LTI:DM:AO:ia

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

SAFE CHILDREN AND STRONG FAMILIES CONTRACTORS

Partnerships for Families			CONTRACT PERIODS					MAXIMUM CONTRACT AMOUNT
SPA	SUPV DIST	NAME OF AGENCY	1/1/17 to 12/31/17	1/1/18 to 12/31/18	1/1/19 to 12/31/19	1/1/20 to 12/31/20	1/1/21 to 12/31/21	
1	3	Penny Lane Centers	\$ 961,387	\$ 961,387	\$ 961,387	\$ 961,387	\$ 961,387	\$ 4,806,935
2	3	The Help Group	\$ 1,339,074	\$ 1,339,074	\$ 1,339,074	\$ 1,339,074	\$ 1,339,074	\$ 6,695,370
3	5	SPIRITT Family Services	\$ 1,390,002	\$ 1,390,002	\$ 1,390,002	\$ 1,390,002	\$ 1,390,002	\$ 6,950,010
4	2	Para Los Niños	\$ 818,247	\$ 818,247	\$ 818,247	\$ 818,247	\$ 818,247	\$ 4,091,235
5	5	Providence St. John's	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
6	2	Shields For Families	\$ 2,118,616	\$ 2,118,616	\$ 2,118,616	\$ 2,118,616	\$ 2,118,616	\$ 10,593,080
7	3	Penny Lane Centers	\$ 1,451,934	\$ 1,451,934	\$ 1,451,934	\$ 1,451,934	\$ 1,451,934	\$ 7,259,670
8	4	Children's Institute, Inc.	\$ 1,318,024	\$ 1,318,024	\$ 1,318,024	\$ 1,318,024	\$ 1,318,024	\$ 6,590,120
AI ¹	All	Southern California Indian Center	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
AP ²	All	Koreantown Youth and Community Center	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
			\$ 10,597,284	\$ 10,597,284	\$ 10,597,284	\$ 10,597,284	\$ 10,597,284	\$ 52,986,420

1. American Indian

2. Asian Pacific Islander

3. Contract amounts are based on the Agency's Cost Proposal. County Wide Agency's contract amounts are based on top range of PFF Funding Allocation per RFP.

**SAFE CHILDREN AND STRONG FAMILIES
PARTNERSHIPS FOR FAMILIES SERVICES**

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

XXXXX

CONTRACT NUMBER XXXXX

COUNTY OF LOS ANGELES
 DEPARTMENT OF CHILDREN AND FAMILY SERVICES
 Safe Children and Strong Families (SCSF)
PARTNERSHIPS FOR FAMILIES SERVICES CONTRACT
 (RFP # 11-053B)

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H	Jury Service Ordinance
I	Safely Surrendered Baby Law
J	Auditor-Controller Contract Accounting and Administration Handbook
K	User Complaint Report (UCR)
L	Charitable Contributions Certification
M	Internal Revenue Service Notice 1015

COUNTY OF LOS ANGELES
PARTNERSHIPS FOR FAMILIES SERVICES

This Contract ("Contract") made and entered into this ____ day of _____, 2016 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and XXXXXXXX, hereinafter referred to as "Contractor". XXXXXXXX is located at _____.

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, the COUNTY is permitted to contract for services when certain requirements are met;

WHEREAS, the CONTRACTOR is a public governmental entity or a non-profit social services organization founded for religious, charitable or social welfare purposes and is tax exempt under 501 (c) (3) of the Internal Revenue Code, specializing in providing a comprehensive range of prevention, support, intervention, transitional and maintenance services that are defined under Partnerships for Families;

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to protect children while strengthening and preserving families, thereby reducing the number of out-of-home placements and expediting the safe return of children to families; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, and L 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:

- 1.1** EXHIBIT A - Statement of Work
- 1.2** EXHIBIT B - Pricing Sheet
- 1.3** EXHIBIT C - CONTRACTOR's Line Item Budget and Narrative

- 1.4 EXHIBIT D - CONTRACTOR's EEO Certification
- 1.5 EXHIBIT E - COUNTY's Administration
- 1.6 EXHIBIT F - CONTRACTOR's Administration
- 1.7 EXHIBIT G - Form(s) Required at the Time of Contract Execution
- 1.8 EXHIBIT G1- CONTRACTOR Acknowledgment and Confidentiality Agreement
- 1.9 EXHIBIT G2 -CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- 1.10 EXHIBIT G3 -CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement
- 1.11 EXHIBIT H - Jury Service Ordinance
- 1.12 EXHIBIT I - Safely Surrendered Baby Law
- 1.13 EXHIBIT J - Auditor-Controller Contract Accounting and Administration Handbook
- 1.14 EXHIBIT K - User Complaint Report (UCR)
- 1.15 EXHIBIT L - Charitable Contributions Certification
- 1.16 EXHIBIT M - Internal Revenue Service Notice 1015

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 subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings 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 **Contract** - This 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 the Statement of Work, Exhibit A.
- 2.2 **CONTRACTOR** - The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY.

- 2.3 **COUNTY** - The Department of Children and Family Services (DCFS) on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.4 **COUNTY's Program Manager (CPM)** - The COUNTY representative or designee 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.
- 2.5 **Day(s)** - Calendar day(s), and not business or workday, unless otherwise specifically stated (whether singular or plural and whether with initial letter capitalized or not).
- 2.6 **Director** - The COUNTY's Director of Children and Family Services or his authorized designee.
- 2.7 **Fiscal Year(s)** - The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Program** - The work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.9 **Subcontract** - A Contract by which a third party agrees to provide services or materials necessary to fulfill an original Contract.

Additional definitions related to this Contract and its Exhibits are also included in Exhibit A – Technical Exhibit 16, Definitions.

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.
- 3.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work 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.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall commence on January 1, 2017 or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on December 31, 2019 or three (3) years from the date of execution by the COUNTY's Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2** The COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods through December 31, 2021 for a maximum total Contract term of five years. Each such extension option may be exercised at the sole discretion of the Director or his/her designee, by Amendment or written notice to the CONTRACTOR, as authorized by the COUNTY's Board of Supervisors.
- 4.3** The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after approval from the Chief Executive Office, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract and the Board of Supervisors
- 4.4** The CONTRACTOR shall notify DCFS when this Contract is within six (6) months of the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the DCFS Program Manager (CPM), at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1** The Maximum Annual Contract Sum for this Contract is \$XXXXXXXXXX.
- 5.2** CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the COUNTY's express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Contract Sum under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit E, COUNTY's Administration.

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

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

5.5 Invoices and Payments

5.5.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in Exhibit B - Pricing Sheet, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.

5.5.2 CONTRACTOR's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 CONTRACTOR's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall submit a monthly invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the services were rendered. Any

invoice submitted more than thirty (30) days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 5.5.5 Whether or not Federal dollars will be utilized 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) Super Circular A-122, Cost Principles for Non-Profit Organizations and OMB A-87, Cost Principles for State, Local and Indian Tribal Governments. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.5.6 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.
- 5.5.7 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.
- 5.5.8 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 thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract Year. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 5.5.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Annual Contract Sum for said Contract year.
- 5.5.10 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.
- 5.5.11 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B, Price Sheet, for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.12 CONTRACTOR shall have no claim against COUNTY for, nor 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.
- 5.5.13 CONTRACTOR's Budget is attached hereto and incorporated by reference herein as Exhibit B, Price Sheet and Exhibit C, Contractor's Line Item Budget and Budget Narrative. 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 Annual 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.

5.5.14 CONTRACTOR must limit administrative and indirect costs to 10 percent (10%) of total expenditures of contract funds; unless CONTRACTOR has received prior DCFS approval for an exception due to a federally approved indirect cost rate letter of over 10%.

5.5.15 County Approval of Invoices: all invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.16 In addition to the electronic invoice, CONTRACTOR shall send signed original hard copies of the invoices to the COUNTY's Program Manager for review and approval as follows:

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

5.5.17 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 fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

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

6.1 COUNTY's Program Manager

The role of the COUNTY Program Manager is authorized to include:

- ensuring that the objectives of this Contract are met;

- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Program Manager on a regular basis;
- overseeing the day-to-day administration of this Contract; and
- 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.

The COUNTY 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.

6.2 COUNTY's Contract Program Monitor

The role of the COUNTY's Contract Program Monitor is to 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 Program Monitor reports to the COUNTY's Program Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of CONTRACTOR's Administration referenced in the following subparagraphs are 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 Program Manager

CONTRACTOR shall have a CONTRACTOR Program Manager (PM).

7.1.1 PM shall have, at minimum, a Bachelor's degree in a social science or a closely related field and a minimum of two years full-time management experience in a social service agency.

7.1.2 PM shall be available 24 hours a day, 7 days a week, including holidays to respond to COUNTY inquiries and to discuss problem areas and shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract.

CONTRACTOR may request approval to designate an additional staff member to serve in this capacity.

7.1.3 CONTRACTOR shall have a CONTRACTOR Clinical Director (CD).

7.1.3.1 The CD shall be one of the following:

7.1.3.1.1 A Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences;

7.1.3.1.2 A Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or

7.1.3.1.3 A licensed Psychologist currently licensed by the California Board of Psychology.

7.1.3.2 The Clinical Director must also have a minimum of two (2) years experience, during the last five (5) years providing direct client services or direct supervision of an intern or trainee providing direct services similar to the services listed in the Scope of Work.

7.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program 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 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may

include, but shall not be limited to criminal conviction information with subsequent arrest notification obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless of whether the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

- 7.4.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may require 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 who 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 Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.4.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 7.4.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

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 inform all of its officers, employees, agents and SUBCONTRACTORS providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit G1, "Contractor Acknowledgment and Confidentiality Agreement."
- 7.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2, "Contractor Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.5.7 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.

7.5.8 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 sub-section 7.5, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-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.

7.5.9 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.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 8.1.

8.1.2 Except as provided in this section, 8.1 for any change which affects the scope of work, term, contract sum, payments, or any terms or conditions included under this Contract, an amendment to the Contract shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval

of County Counsel must be obtained for any changes which affect the scope of work.

8.1.3 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 by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

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

- a) The amendment shall be in compliance with applicable County, State and federal regulations;
- b) The Board of Supervisors has appropriated sufficient funds in COUNTY's budget;
- c) The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- d) Prior CEO approval is obtained and notice given to County Counsel.

8.1.5 The DCFS Director, or his designee, may at his 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 by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.

8.2 Assignment and Delegation

8.2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be

null and void. For purposes of this 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 delegatee or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.2.2 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.

8.2.3 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.

8.3 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.

8.4 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 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

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

8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

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

8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.5 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance With Applicable Law

- 8.6.1 In performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 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.
- 8.6.3 For contracts 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).
- 8.6.4 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.
- 8.6.5 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 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by

COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.7 Compliance With Civil Rights Laws

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. CONTRACTOR shall comply with Exhibit D, Contractor's Equal Employment Opportunity (EEO) Certification.

8.8 Compliance With Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy:

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

2. For purposes of this 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 Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict Of Interest

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

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

8.10 Consideration Of Hiring County Employees Targeted For Layoffs Or On Re-employment List

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

8.11 Consideration Of Hiring Greater Avenues For Independence (Gain) Or General Relief Opportunities For Work (Grow) Participants

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For

this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 Contractor Hearing Board

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 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 the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 These terms shall also apply to Subcontractors of COUNTY Contractors.

8.13 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "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.

8.14 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program

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

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

8.15 County's Quality Assurance Plan

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the

CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 Employment Eligibility Verification

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

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

8.18 Intentionally Omitted

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Sub-Contractor, 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 Sub-Contractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

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

8.21 Governing Law, Jurisdiction, And Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership,

joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

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

8.22.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3, CONTRACTOR's Non-Employment Acknowledgment, Confidentiality, and Copyright Assignment Agreement."

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.1 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 Division
Attention: Contract Administrator
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.

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at

least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the 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.

8.24.5 Insurer Financial Ratings

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

8.24.6 CONTRACTOR's Insurance Shall Be Primary

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

8.24.7 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 affect such waiver.

8.24.8 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.

8.24.9 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.

8.24.10 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.

8.24.11 Application of Excess Liability Coverage

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

8.24.12 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.

8.24.13 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.

8.24.14 **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.

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

8.25.3 **Workers' Compensation and 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.

8.25.4 **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.

8.25.5 **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.

8.26 LIQUIDATED DAMAGES

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

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

- a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b) Deduct liquidated damages. If 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 agreed upon at such time and that CONTRACTOR shall be liable to the COUNTY for liquidated in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

- c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in Sub-section 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of the Contract.

8.26.4 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 Sub-section 8.26.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Non-Discrimination and Affirmative Action

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

- 8.28.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Contractor's Equal Employment Opportunity (EEO) Certification.
- 8.28.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 8.28.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 8.28.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 8.28.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall

constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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 1015, attached hereto as Exhibit M.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

8.37 Publicity

8.37.1 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:

- a) CONTRACTOR shall develop all publicity material in a professional manner; and
- b) During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

8.37.2 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 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

8.38.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit,

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

- 8.38.2 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference 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.

8.38.5 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

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

- a) A description of the work to be performed by the Subcontractor;
- b) A draft copy of the proposed subcontract; and
- c) Other pertinent information and/or certifications requested by the COUNTY.

- 8.40.3 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 CONTRACTOR employees.
- 8.40.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.40.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.40.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 8.40.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 8.40.7.1 An executed Exhibit G2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 8.40.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
 - 8.40.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

8.40.7.4 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

8.40.8 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.

8.40.9 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

8.40.10 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

8.41 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 8.14, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute 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 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to 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 10 days after the notice is sent.

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

- a) Stop work under this Contract on the date and to the extent specified in such notice, and
- b) Complete performances of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub Section 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Contractor's Default

8.43.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

- a) CONTRACTOR has materially breached this Contract;
- b) CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- c) CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

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

- 8.43.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.
- 8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 8.43.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.43.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY

for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

8.43.6 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

8.43.7 The rights and remedies of the COUNTY provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 COUNTY may, by written notice to 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 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.44.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

- a) Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;
- b) The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- c) The appointment of a Receiver or Trustee for the CONTRACTOR; or
- d) The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 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.

8.48 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.

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

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program

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 agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

CONTRACTOR shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every CONTRACTOR and Sub-Contractors 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 CONTRACTOR's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORs to complete the certification in Exhibit L 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 that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

9.2 Computer Information and Technology Requirements

9.2.1 CONTRACTOR shall provide a computer, within thirty (30) days of commencement of the Contract, and an agreement for the on-site maintenance for the entire term of the Contract with the following hardware:

- Basic Computer

- IBM or 100% compatible personal computer with at least Pentium Duo-Core and 1 gigahertz (GHz)
- 3 Gigabytes of memory or more
- Desktop screen resolution of 1024 X 768
- Software:
 - Microsoft Windows XP (32-bit), Windows 7 (32-bit), or a fully compatible system
 - Internet Explorer 7/8 or fully compatible internet browser software
- Internet Access:
 - High Speed internet access (DSL or cable modem)
 - Establish linkages with the automated Information Technology System (ITS)

9.2.2 CONTRACTOR work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, if applicable.

9.2.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-Based Application System (billing function) that the COUNTY has implemented.

9.2.4 During the term of the Contract, COUNTY will provide software for CONTRACTOR's Web-Based Application System. This software shall be installed and maintained by the COUNTY.

9.3 Child Abuse Prevention Reporting

9.3.1 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.

9.3.2 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:

9.3.3 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.

9.3.4 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.

9.3.5 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.4 Conduct of Program

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

9.5 Contract Accounting and Financial Reporting

9.5.1 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 J, Auditor-Controller Contract Accounting and Administration Handbook.

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

9.6 Contractor Alert Reporting Database (CARD)

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.

9.7 Contract Mandatory Orientation

CONTRACTOR shall attend a mandatory orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. **The orientation shall consist of a review of contract requirements,**

deliverables and other pertinent Contract components. CONTRACTOR shall be notified at least two weeks in advance of the date, time, and location of the orientation

9.8 Continuous Quality Improvement

9.8.1 Program Manager shall attend quarterly continuous quality improvement (CQI) meetings for the Safe Children Strong Families service delivery model. Safe Children Strong Families CQI meeting participants shall include all other Safe Children Strong Families Contractors, County Program Managers, and DCFS Regional Office Representatives.

9.8.2 CONTRACTOR Program Manager, or appropriate representative, shall attend all Partnership for Families meetings as determined by COUNTY. Meetings to be scheduled by COUNTY at a minimum of quarterly.

9.9 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.10 Intentionally Omitted

9.11 Employee Benefits and Taxes

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

9.11.2 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.

9.12 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.

9.13 Former Foster Youth Consideration

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 8.11) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

9.13.1 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).

CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

9.14 Hours of Operation

CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

9.14.1 PFF Contractors shall adhere to the following hours of operation:

Monday through Friday from 8:00 AM to 5:00 PM and non-traditional hours Monday through Friday from 5:00 PM to 8:00 PM and Saturday or Sunday from 9:00 AM to 1:00 PM.

9.14.2 Contractor may request approval from the County Program Manager to modify the hours of operation as necessary to meet the needs of the community served.

9.15 Shred Documents

9.15.1 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.

9.15.2 Documents for record and retention purposes in accordance with Subsection 8.38.1 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

9.16 Social Enterprise (SE) Preference Program

- 9.16.1 This Contract is subject to the provisions of the County's ordinance entitles SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.16.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.16.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.16.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 - 9.16.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 9.16.4.2 In addition to the amount described in subdivision (9.16.4.1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - 9.16.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business

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

9.17 Use of Funds

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

9.18 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**

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 and Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

XXXXXXXXXX

Name of Agency

By: _____
Philip L. Browning, Director
Department of Children and Family Services

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

XXXXXXXXXX

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy County Counsel

**STATEMENT OF WORK
PARTNERSHIPS FOR FAMILIES (PFF)**

COUNTY OF LOS ANGELES
 DEPARTMENT OF CHILDREN AND FAMILY SERVICES
 Safe Children Strong Families (SCSF)
PARTNERSHIPS FOR FAMILIES (PFF)
 STATEMENT OF WORK

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**STATEMENT OF WORK Safe Children Strong Families (SCSF)
PARTNERSHIPS FOR FAMILIES (PFF)**

SECTION A - PREAMBLE

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

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

These shared values are encompassed in the COUNTY'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.

SECTION B – PROJECT FOUNDATION

1.0 PURPOSE

The Safe Children Strong Families service delivery model provides a comprehensive, integrated continuum of strength-based, family-centered and community-oriented resources directed to vulnerable children and families in Los Angeles County designed to prevent and treat the negative impact of child maltreatment.

Partnerships for Families (PFF) consists of interventions designed to (1) prevent child maltreatment and increase child safety within the home, (2) facilitate the preservation of families at high to very high risk of child abuse and neglect, (3) develop and strengthen the community safety net, and (4) develop and strengthen parental protective factors.

The Five Protective Factors are the foundation of the Strengthening Families approach. Extensive research supports the common-sense notion that when these Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminishes. Please see the Strengthening Families Protective Factors Framework, Technical Exhibit 18 (Center for the Study of Social Policy's Strengthening Families™ Approach).

- **Parental resilience:** Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems and effectively rise to the challenges that emerge in every family's life.
- **Social connections:** Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving.
- **Knowledge of parenting and child development:** Parents who understand the usual course of child development are more likely to be able to nurture their children's healthy development and less likely to be abusive or harmful to their children.
- **Concrete support in times of need:** Families need to have basic needs (shelter, food, clothing, health care) met to ensure a child's healthy development.
- **Social and Emotional Competence of Children:** A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults and peers.

Development of each client family's Five Protective Factors should achieve the following objectives:

- Prevention of maltreatment;
- Prevention of child abuse and neglect in families at risk by providing supportive family services;
- Increased child safety within the family home; and
- Prevent further involvement with the public child welfare system.

2.0 TARGET POPULATIONS

Partnerships for Families (PFF) target the following demographic:

- 2.1 DCFS referred high to very high risk families with a child age five or younger, and having an inconclusive or substantiated closed referrals. Upon request of the County Program Manager (CPM), PFF agencies shall accept all DCFS referred families, regardless of risk or age of children, with inconclusive or substantiated closed referrals.
- 2.2 Community referred fathers and pregnant women and up to six months post-partum who have risk factors for child maltreatment; and additionally with CPM approval, up to one year post-partum.

These risk factors include:

- 2.2.1 Young Age (i.e., teen mothers and fathers);
- 2.2.2 Domestic violence related issues;

2.2.3 Substance abuse related issues; and

2.2.4 Mental health related issues.

PFF agencies will serve Alternative Response Services (ARS), a service component of the Family Preservation Program, transferred families when a determination has been made that the family's risk level is above the ARS service criteria. The Family Preservation (FP) and PFF CPMs will work collaboratively to ensure the timely transfer.

SECTION C – SERVICE DESCRIPTION

3.0 SCOPE OF WORK

- 3.1 PFF services are short-term, family centered interventions designed to diminish factors known to be associated with child abuse and neglect. Collaboration with community partners, including stakeholders and other community based organizations, is a critical component of PFF that facilitates service provision that effectively meets the needs of children and families in Los Angeles County.
- 3.2 The success of PFF Services can be determined by the enhancement of the Protective Factors and/or subsequent family involvement with DCFS during and/or after service provision; as well as the level of said involvement with DCFS. This data is gathered by the County through the Child Welfare Services Case Management System (CWS/CMS).
- 3.3 CONTRACTOR shall provide the services and supports delineated in the scope of work to treat the consequences of child maltreatment; to promote and enhance the Protective Factors and prevent subsequent referrals generated by the Child Abuse Hotline, substantiated allegations of child abuse and/or neglect, newly opened child welfare cases, child removals and placement in out-of-home care among PFF clients.
- 3.4 CONTRACTOR shall have a physical location in the service area they are contracted to serve within 30 days from the contract start date.
- 3.5 CONTRACTOR shall coordinate and collaborate with other SCSF CONTRACTORS to facilitate successful client navigation across the service delivery continuum.
- 3.6 An expectation for the CONTRACTOR is a commitment to deliver services to families in a way that aligns with the Department's Core Practice Model. According to DCFS Shared Core Practice Model, Technical Exhibit 6, "Teaming is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together and coordinate their efforts in a unified fashion to address critical issues/needs." Effective teaming continues the process of engaging. Coordination of the activities of everyone involved is essential and is most effective and efficient when it occurs in regular face-to-face meetings of the family team.

3.6.1 Partnerships For Families services are provided for six (6) to twelve (12) months and include the following components:

- Case Management Services including Linkage Services;
- Concrete Services for Basic Family Needs;
- Psychotherapy Services;
- Health, Parenting, and/or Education Programs or Resources;
- Structured Parent-Child and/or Family Centered Activities;
- Intensive Services for families with Domestic Violence, Mental Health, Substance Abuse Related Needs; and,
- Early Care and Education.

3.6.1.1 CPM has the discretion to extend PFF services beyond twelve months under extraordinary circumstances and on a case by case basis. CONTRACTOR shall not extend PFF services beyond twelve months without written approval from CPM.

3.6.2 Capacity Building: a maximum of fifteen percent (15%) of the total contract award shall be utilized for Capacity Building. Every effort should be made to build both internal (agency) and external (community) capacity.

4.0 REFERRALS

4.1 CONTRACTOR shall be available to receive PFF Referral Services Intake Form, Technical Exhibit 3, via the DCFS approved referral transmission mode (data system, fax, telephone or email). CONTRACTOR'S receipt of DCFS designated referral forms shall constitute an official referral of the case to the CONTRACTOR for PFF services. The CONTRACTOR's proof of receipt for the referral shall be the timestamp of the data system or the fax stamp or the Monthly Referral Log, Technical Exhibit 4. Contact may be made with the CONTRACTOR by telephone prior to the referral being sent via fax or data system.

4.2 CONTRACTOR shall maintain a log of referrals received via data system, fax or telephone, and shall attach the Monthly Referral Log, to a Monthly Progress Report, as described in Section 12.0 – Reports and Record Keeping, of this SOW. A Monthly Progress Report will be developed at a later date.

4.3 CONTRACTOR shall call or email the COUNTY designee within one business day of receiving the referral to confirm receipt.

4.4 CONTRACTOR shall ensure that the Case Manager makes contact with the family within four business days following the receipt of the referral. This includes a minimum of three telephone attempts and at least one face-to-face home visit attempt. If contact is unsuccessful, CONTRACTOR shall immediately contact the COUNTY designee. CONTRACTOR shall leave an Attempted Contact Letter, Technical Exhibit 7, at the residence when the attempted face-to-face is made. Attempted visits shall be documented on the Attempted Contact Form, Technical Exhibit 8, and kept in the case record. The Attempted Contact Form shall be made available to the COUNTY designee upon request.

- 4.5 CONTRACTOR shall terminate the PFF referral within two business days after the attempted face-to-face visit, if a response has not been received by the family. CONTRACTOR may request approval from CPM to keep a referral open beyond the prescribed timelines on a case-by-case basis. DCFS reserves the right to make the final decision regarding closing the referral.
- 4.6 Once initial contact is made, CONTRACTOR has five business days to meet face-to-face with the family, depending on family's schedule. Best efforts shall be made to meet at a time and location that is convenient to the family.
- 4.7 Within 24 hours after the initial home visit, CONTRACTOR shall inform the COUNTY designee if: 1) the family refused services; and/or 2) the Case Manager believes the family is inappropriate for services.
 - 4.7.1 If after assessing the family, CONTRACTOR regards them as inappropriate for PFF Services CONTRACTOR shall notify the Children's Social Worker (CSW). If CSW is not available, CONTRACTOR shall contact the Supervising Children's Social Worker (SCSW) and/or the Assistant Regional Administrator (ARA). When a CSW and CONTRACTOR do not agree regarding the appropriateness of the family for PFF Services, CONTRACTOR shall utilize and confer with the DCFS Regional Office chain of command, including the County Regional Administrator, CPM and above.
- 4.8 CONTRACTOR shall document services and attempts to provide services in the case records.
- 4.9 CONTRACTOR shall terminate any referral in which all family members have more than two consecutive or three total unexcused absences from case management sessions. An absence is considered unexcused when the CONTRACTOR had a scheduled visit with the family and one or more of the scheduled family members were not present at that scheduled meeting. CONTRACTOR may request approval from CPM to keep a referral open beyond the prescribed timelines on a case-by-case basis.
- 4.10 CONTRACTOR shall document all efforts to visit the family, including documentation of attempted visits to the family's home on the Attempted Contact Form, Technical Exhibit 8. CONTRACTOR shall also document subsequent telephone calls to the family and case carrying CSW and telephone calls received and document these efforts in the case record(s). CONTRACTOR shall leave an Attempted Contact Letter, Technical Exhibit 7, at the residence.

5.0 CASE MANAGEMENT SERVICES

- 5.1 CONTRACTOR shall provide home-based case management services. Subcontracting of case management services is permissible. Home-based services are in line with Core Practice Model value of family-centered practice.

- 5.2 CONTRACTOR shall ensure professional level staff provides case management services. CONTRACTOR may request approval for case management services to be provided by a paraprofessional level staff.
- 5.3 CONTRACTOR shall provide at minimum, one-hour of home-based case management sessions twice a month for each family receiving PFF services. These sessions take place primarily in the home, but may take place at the agency or any other location preferred by the family and agreeable to the case manager. Case management sessions shall include face-to-face meetings between the case manager and all participants in PFF services with an effort to create a trust-based working relationship with the family. Timely engagement of families is fundamental and consistent with DCFS Shared Core Practice Model, Technical Exhibit 6.
- 5.4 Case management sessions shall include the following services and activities:
- General Counseling Services, as described within this SOW;
 - PFF Service Planning, as described within this SOW;
 - Ongoing assessment of client progress toward service plan goals and adapting of service plan as needed;
 - Crisis Intervention, as necessary;
 - Systems Navigation/Linkage Services; and
 - Advocacy.
- 5.5 Case Management: General Counseling Services
- 5.5.1 General counseling services are not psychotherapeutic services. General counseling services include face-to-face interventions designed to:
- 5.5.2 Help identify and assist in solving family problems;
- 5.5.3 Identify substance abuse issues and refer for treatment;
- 5.5.4 Identify and refer to treatment for mental health, domestic violence and/or anger management related issues;
- 5.5.5 Help identify personal, vocational and educational goals;
- 5.5.6 Assess and assist in building protective capacities; and
- 5.5.7 Core Practice Model activities of engaging, teaming, assessing and planning are requirements of General Counseling Services.
- 5.6 Case Management: PFF Service Planning
- 5.6.1 CONTRACTOR shall, at the time of initial contact with the family, begin completing a needs assessment, to be adapted as necessary throughout the life of the case. Service Planning shall include Core Practice Model activities of assessment, planning, tracking and adapting. Service Planning shall assess for and develop a plan to address any needs within

the Protective Factors of parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, social and emotional competence of children.

- 5.6.2 CONTRACTOR shall utilize the needs assessment tool of their choice until a standardized assessment tool is implemented by DCFS for use in the PFF program. Timelines for completion of the assessment shall be consistent with intended use of the tool. CONTRACTOR may incur some cost for use of the standardized tool selected by DCFS and shall be provided with training on the use of tool at the time of implementation.
- 5.6.3 Within 30 days of the first face-to-face contact with the family, CONTRACTOR shall, in collaboration with the family, develop the PFF service plan which shall: 1) determine which family members are to receive service; 2) assess the functional strengths of the family; 3) outline the services, intervention, and/or items to be provided; 4) identify short and long-term goals that will assist in meeting identified goals; and 5) decide who will provide the services. Subsequent changes to the PFF service plan shall be agreed upon by the client and the provider.
- 5.6.4 Best efforts shall be made to empower families in the creation of their service plan. Families should be given voice and choice in as much of the service planning as possible.
- 5.6.5 CONTRACTOR shall review information contained in the DCFS referral to develop a PFF service plan for DCFS referred clients.
- 5.6.6 CONTRACTOR shall ensure that parent(s)/caregiver(s), child(ren) age 12 and older (if receiving PFF services), case manager, and Clinical Director sign and date the PFF Service Plan Addendum, Technical Exhibit 9 and all subsequent changes made to the PFF Service Plan agreement.

5.7 Case Management: Crisis Intervention

Within 30 days of contract start date, CONTRACTOR shall provide a crisis intervention plan for approval by CPM. The crisis intervention plan shall include: training requirements and a 24-hour availability of professional level staff on an as-needed basis. Training requirements shall include, but not be limited to: segments on evaluating and understanding levels of crisis; identifying and working with suicidal and homicidal clients, including awareness and development of natural support systems and as-needed Psychiatric Mobile Response Team (PMRT) resource; client and staff safety standards and procedures; field handouts with emergency contact information and protocols for emergent situations; and a crisis calling tree (a clearly prioritized phone list of staff to contact during emergent situations) for back-up field supervision.

5.8 Case Management: Linkage Services

- 5.8.1 CONTRACTOR shall, when unable to provide services to meet a family's needs, as assessed with the needs assessment tool, link families with services identified to meet said needs.
- 5.8.2 CONTRACTOR shall ensure that clients are linked with service providers that are culturally competent, easily accessible geographically and within hours of operation which offer availability to meet client's needs. CONTRACTOR shall demonstrate best efforts toward Eliminating Racial Disparity and Disproportionality (ERDD) and using the Core Practice Model standard of cultural humility.
- 5.8.3 CONTRACTOR shall provide follow-up services to ensure that all families referred to a linkage service receive the necessary service and/or resource within five (5) business days of the referral date. In the event that the client has been placed on a waiting list with the only available resource, CONTRACTOR shall document the circumstances in the Case Notes, Technical Exhibit 5.
- 5.8.4 CONTRACTOR shall document all linkage referrals on the Linkage Log, Technical Exhibit 11. Please refer to Linkage Services, Technical Exhibit 17 for a list of linkage services for PFF.
- 5.9 CONTRACTOR shall inform the CPM, as soon as information becomes available, either by telephone, electronically or in-person, of any serious PFF child or family incident or fatality. CONTRACTOR shall deliver to the CPM copies of all PFF related records within 24 hours.

5.10 Concrete Support Services

- 5.10.1 CONTRACTOR shall provide Concrete Support Services for basic family needs such as food, adequate housing, transportation, clothing, and medical care, as identified in the family's needs assessment. This service category aligns with the Protective Factors' goal of maintaining stable family homes to assist with ensuring a safe and healthy environment for raising children.
- 5.10.2 A maximum of twenty percent (20%) of the total contract award shall be used to assist families with Concrete Support Services. CONTRACTOR shall be reimbursed for allowable Concrete Support Services for basic needs. Allowable support may include:
- Clothing, utilities, food, furniture, household items, or school items; Transportation services, i.e., bus tokens/bus passes;
 - Minor home, car, appliance repair and gasoline;
 - Housing assistance shall be limited to a maximum of two (2) months. CONTRACTOR may request approval from CPM to provide additional housing assistance; and

- 5.10.3 CONTRACTOR shall provide assistance with obtaining concrete supports only if aid is unavailable through any other means to the family. Efforts to obtain assistance through other means shall be documented on the Concrete Support Services Request Form, Technical Exhibit 13.
- 5.10.4 These services shall prevent/reduce the risk of family disruption and shall be directly related to the PFF service plan goals.
- 5.10.5 Concrete support shall not exceed five hundred dollars (\$500) per family, per Contract year. CPM has the discretion to approve Concrete Support in excess of \$500 per family, per contract year under extraordinary circumstances and on a case-by-case basis. CONTRACTOR shall not provide Concrete Support in excess of \$500 per family, per contract year without written approval from CPM.
- 5.10.6 Concrete support services shall not be the sole service provided to the family.
- 5.10.7 CONTRACTOR shall document in the case record and on the Concrete Support Services Request Form, Technical Exhibit 13, the following:
- All PFF services that the family is receiving;
 - The type of concrete support provided;
 - The reason for providing the concrete support; and
 - All original receipts with dollar amount and date of services or items purchased.
- 5.10.8 CONTRACTOR shall make completed Concrete Support Services Request Forms, Technical Exhibit 13, available to CPM upon demand.
- 5.10.9 CONTRACTOR shall, on a monthly basis, submit all completed Concrete Support Services Request Forms Technical Exhibit 13, for items purchased with a copy of all receipts attached. CONTRACTOR shall provide all original receipts upon request.
- 5.10.10 Direct distribution of PFF monies to families by CONTRACTOR is prohibited.

6.0 PSYCHOTHERAPY SERVICES

- 6.1 CONTRACTOR shall fund psychotherapy services for PFF clients. Psychotherapy services may be subcontracted.
- 6.2 When unable to provide directly, CONTRACTOR shall ensure the provision of psychotherapy services, as indicated by the needs assessment, through subcontracting and/or linkage services.
- 6.3 Psychotherapy is a distinct service to address clients' underlying needs which are identified after thoughtful assessment and meaningful engagement with

clients. Psychotherapy services shall be provided to individuals or families via face-to-face meetings and/or interventions by a therapist, as identified in the needs assessment and to:

- Address mental health issues;
- Help raise self-awareness;
- Help to solve problems;
- Assist in the development of insight;
- Help address unresolved trauma; and
- Increase parental resilience and emotional health.

6.4 Psychotherapy services may be provided in the home or any other location preferred by the family and agreeable to the therapist. Psychotherapy services must be provided in an appropriate environment that is safe and conducive to the therapeutic process.

6.5 Psychotherapy services must be provided by therapists that meet one of the following requirements:

6.5.1 Currently licensed as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or Licensed Clinical Psychologist, recognized by the California Board of Behavioral Science Examiners.

6.5.2 Possess a Master's Degree in social work, psychology, marriage and family counseling or a closely related field and currently registered with the Board of Behavioral Sciences for licensure as an LMFT, LCSW or equivalent license and supervised by a LCSW, LMFT or Licensed Clinical Psychologist.

6.6 CONTRACTOR shall ensure that non licensed therapists receive clinical supervision by a licensed therapist/psychologist at a minimum of weekly.

7.0 HEALTH, PARENTING, AND/OR OTHER EDUCATION PROGRAMS OR RESOURCES

7.1 CONTRACTOR shall ensure the provision of health, parenting and/or other education programs or resources through direct provision, subcontracting and/or linkage services. These services are provided by paraprofessional level staff or higher to assist families in attaining and maintaining optimal functioning and family health. CONTRACTOR shall ensure provision of health, parenting and/or other education programs or resources to clients as identified by the needs assessment. CONTRACTOR may request CPM approval for certain health and/or educational programs to be facilitated by staff at the case aide level.

Provision of these services correlates with Protective Factors goals of increasing parental resilience, and improving knowledge of parenting and child development in order to improve family functioning and decrease the likelihood of child abuse and neglect.

The health, parenting and/or other education programs or resources shall be provided to assist in the improvement of:

- 7.1.1 Parenting skills;
- 7.1.2 Problem solving and communication skills;
- 7.1.3 Coping with stress;
- 7.1.4 Financial literacy; and
- 7.1.5 Household management and budgeting.

8.0 STRUCTURED PARENT-CHILD AND/OR FAMILY-CENTERED ACTIVITIES

8.1 CONTRACTOR shall ensure the provision of structured parent-child and/or family centered activities through direct provision, subcontracting and/or linkage services.

8.2 These services are provided by case Aid level staff or higher to improve parent-child and/or family relationships. These activities may include recreational and social activities such as field trips, and holiday gatherings and:

- 8.2.1 Teach families to spend quality time together;
- 8.2.2 Facilitate positive parent-child and family interaction;
- 8.2.3 Increase parenting knowledge through information and experience sharing; and
- 8.2.4 Facilitate positive interaction with the community. These structured activities align with the **Core Practice Model** concept of Intervening: the implementation of planned activities and practices that decrease risk, provide for safety, heal trauma, enhance normative behaviors, and promote permanence, well-being and self-sufficiency. Additionally, the activities align with the **Protective Factors** goals of improving the social and emotional competency of children and knowledge of child development.

9.0 INTENSIVE SERVICES FOR SPECIAL FAMILY NEEDS: DOMESTIC VIOLENCE, MENTAL HEALTH AND SUBSTANCE ABUSE

9.1 CONTRACTOR shall ensure that services are provided to identify and treat unique family needs pertaining to domestic violence, mental health and substance abuse related issues, as identified in the PFF Service Plan. These services align with the **Core Practice Model** activities of Assessing, Planning, Tracking and the **Protective Factors** goals of enhancing parental resilience, and strengthening social connections.

9.2 CONTRACTOR shall, at a minimum, collaborate with and include resources from the following types of agencies:

- Community Assessment Service Centers (CASC) for alcohol and substance abuse assessment/treatment;
- Mental health providers (especially those certified to bill Medi-Cal);
- Child and family therapists; and
- Domestic violence providers and shelters.

10.0 EARLY CARE AND EDUCATION (ECE)

10.1 Access to quality child care and early education programs, such as head start strengthen protective factors to facilitate child safety and well being by 1) allowing parents to pursue employment and education, with the goal of improving family circumstances and ultimately reducing economic stress, 2) helping children develop socially and emotionally, and 3) positively impacting the way that parents and their children interact.

10.2 CONTRACTOR shall link families to safe, affordable and high quality early care and education through **direct provision** of and/or partnerships with ECE providers to meet the needs of the most vulnerable of the PFF population. CONTRACTOR'S ECE community partner(s), subcontractor(s) and/or linkage resource is subject to CPM approval. These services align with the goals of Eliminating Racial Disparity and Disproportionality as these services target the most vulnerable of the PFF population.

10.2.1 CONTRACTOR shall document in the case record all efforts to link families to safe, affordable and high quality early care and education.

10.3 CONTRACTOR shall link PFF clients who are pregnant to resources to increase access to prenatal care.

10.4 CONTRACTOR shall link children from birth to age five (5) to resources to encourage routine well child exams in accordance with the Child Health & Disability Prevention (CHDP) periodicity schedule. Technical Exhibit 14, Periodicity Schedule for Health Assessment Requirements by Age Groups, shall be used for reference.

10.5 CONTRACTOR shall link pre-school aged children to accessible early education program(s).

10.6 CONTRACTOR shall collaborate with early care and education programs that can:

- Facilitate friendships and mutual support;
- Strengthen parenting;
- Respond to family crisis;
- Link families to services and opportunities;
- Value and support parents;

- Facilitate children's social and emotional development;
- Observe and respond to early warning signs of child abuse and neglect; and
- Align with the Protective Factors goals of increasing parental resilience, social and emotional competence of children are embedded throughout the core services of Early Care and Education.

11.0 CAPACITY BUILDING

11.1 CONTRACTOR shall utilize a maximum of fifteen percent (15%) of the total contract award for Capacity Building activities. Every effort shall be made to arrange for both internal and external capacity building activities. Any unused funds shall be utilized for the provision of direct services.

11.2 CONTRACTOR shall maintain documentation to support all capacity building activities. All capacity building activities shall be documented on the Capacity Building Activities form, Technical Exhibit 12, which includes a description of proposed capacity building activities, including associated costs. The Capacity Building Activities form and any additional supporting documentation shall be made available to CPM upon request.

11.3 Internal (Agency) Capacity Building

11.3.1 CONTRACTOR shall engage in *internal* capacity building efforts to increase the capacity to recruit and retain at-risk families, and achieve positive child and family outcomes.

11.3.2 CONTRACTOR shall, at a minimum of once quarterly, engage in internal capacity building activities that may include one of the following:

- Creation of opportunities for on-going staff development to enhance skill and knowledge in the prevention and treatment of child abuse and neglect;
- Increasing information sharing and cross training related to child maltreatment prevention;
- Improving administrative systems that impact client outcomes;
- Increasing knowledge of evidence-based practice designed to prevent and treat child abuse and neglect;
- Improving practices related to internal data collection and utilization;
- Increasing knowledge and practices related to eliminating Racial Disparity and Disproportionality.

11.4 External (Community) Capacity Building

11.4.1 Contractor shall participate in *external* capacity building, and advocacy efforts to engage informal family supports and community members in the prevention of child maltreatment.

11.4.2 CONTRACTOR shall at a minimum of twice annually engage in one or more of the following external capacity building activities:

- Provide ongoing opportunities for positive connections between families, social service providers and communities;
- Develop and employ positive messaging and outreach techniques that result in increased utilization of prevention programs and services;
- Develop and employ strategies that build supportive leadership and a shared commitment to improve policies and practices related to the prevention of child abuse and neglect; and
- Engage local families in community-based problem solving.

The Protective Factors goals of increasing social connections, knowledge of parenting and child development can be enhanced through community capacity building.

11.4.3 CONTRACTOR may collaborate with other contractors or community partners in external capacity building activities.

11.4.4 CONTRACTOR shall maintain documentation to support its capacity building efforts. This documentation shall be made available to the CPM upon demand.

12.0 REPORTS AND RECORD KEEPING

12.1 CONTRACTOR shall provide DCFS with a monthly service report for the previous month indicating the work and activities performed.

12.1.1 CONTRACTOR shall submit a Monthly Staffing and Expenditure Report, Technical Exhibit 15, to DCFS' Community Based Support Division no later than 15th calendar day after the end of each calendar month for the fiscal year. The Monthly Staffing and Expenditure Report shall be transmitted by e-mail, mailed and delivered to: DCFS' Community Based Support Division, 425 Shatto Place, Room 301, Los Angeles, CA 90020 or submitted via the DCFS data system. A Monthly Service Report will be developed at a later date.

12.1.2 CONTRACTOR shall include in the monthly service report, copies of any DCFS approved Corrective Action Plans (CAP) that CONTRACTOR has implemented during the prior month, and notes on any changes to internal processes, policies or procedures required to comply with any CAP.

12.2 MONTHLY PROGRESS REPORTS

12.2.1 A Monthly Progress Report must be completed for each family receiving PFF services by the Case Manager and reviewed, approved, and signed by the CONTRACTOR's Clinical Supervisor/Director. The CONTRACTOR's monthly progress reports shall include completed Concrete Support Services Request Form, Technical Exhibit 13.

12.2.2 CONTRACTOR shall maintain and make available to CPM upon request all program and client records as follows:

- Linkages to contracted and non-contracted community providers;
- PFF Service Plan; and
- Supervision logs, agendas, and any other supervision materials.

13.0 MEETINGS

13.1 CONTRACTOR Project Director shall attend quarterly Continuous Quality Improvement (CQI) meetings for the Safe Children and Strong Families service delivery model. Safe Children and Strong Families CQI meeting participants shall include all other Safe Children and Strong Families Contractors, CPMs and DCFS Regional Office Representatives.

13.2 CONTRACTOR Project Director, or appropriate representative, shall attend all Partnerships for Families meetings as determined by COUNTY. Meetings to be scheduled by COUNTY at a minimum of once quarterly.

13.3 CONTRACTOR shall hold quarterly Subcontractor/Network meetings to discuss and review their services.

14.0 CASE RECORDS

14.1 CONTRACTOR shall maintain case records on each client and family served. Case records shall include, but not be limited to, Family Centered Service Request – Service Authorization – Form 800 Technical Exhibit 1, Consent to Release and Exchange Information, Technical Exhibit 2, Monthly Progress Report, Technical Exhibit 10, PFF Service Plan Addendum, Technical Exhibit 9, and any other documentation as necessary.

14.2 CONTRACTOR shall utilize the serial number and/or child identification number designated by DCFS for identifying each referred family and case record.

14.3 CONTRACTOR shall maintain records of all efforts made to obtain assistance for referred families.

14.4 CONTRACTOR shall document and maintain in its case record, all of CONTRACTOR's notes, records and any needed approvals for services provided. All services provided shall be documented on Case notes, Technical Exhibit 5 and Progress Notes, Technical Exhibit 10.

15.0 TRANSFER OF RECORDS

15.1 Prior to contract termination or non-renewal of contract, contractors shall, at no additional cost to County, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. CONTRACTOR shall keep copies of all transferred cases for their own records. The transitional plan shall be made in consultation with the CPM at least one

month in advance of the contract termination or as soon as possible in the event of non-renewal.

15.2 Initial Transfer of Records

15.2.1 At the start of a new contract, CONTRACTOR shall accept transitioned cases from the prior CONTRACTORS. The new CONTRACTOR shall submit a plan of coverage to the CPM for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from the prior CONTRACTORS. The plan of coverage shall include (1) telephonic contact with the family within three weeks of the 30 day transitional period (2) a face-to-face contact with the family within five business days from the telephonic contact (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.

16.0 QUARTERLY AND ANNUAL REPORTS

16.1 CONTRACTOR shall provide DCFS with quarterly and annual reports.

16.2 The quarterly report shall be submitted electronically on or before the 10th day of October, January, April and July of the contract period. The format of the quarterly report shall be approved by the CPM.

16.3 The annual report shall be submitted electronically within 20 business days of the end of the contract period.

17.0 STAFFING

17.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met, which must also be met by all staff of Subcontractors performing services under this Contract.

17.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff and volunteers as well as all Subcontractors' staff, prior to beginning and continuing work under any resulting Contract. The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR and Subcontractors, whether or not the staff member passes or fails the background and criminal clearance investigations.

17.1.2 Language Ability: CONTRACTOR's personnel, as well as all Subcontractor staff who are performing services under this Contract, shall be able to read, write, speak, and understand English in order to conduct business with the COUNTY or DCFS. In addition to having competency in English, the CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served. Language preferences shall be assessed for the Asian and Pacific Islander language-speaking families. These families can be serviced by

an awarded Contractor countywide. Best efforts shall be made regarding eliminating Racial Disparity and Disproportionality and full adherence to the Core Practice Model.

17.1.3 Service Delivery: CONTRACTOR shall ensure all staff, interns and volunteers providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community CONTRACTOR proposes to provide services. Best efforts shall be made regarding eliminating Racial Disparity and Disproportionality concerns and full adherence to the Core Practice Model.

17.1.4 Driver's License: CONTRACTOR must maintain copies of current driver's licenses, including current copies of proof of auto insurance of staff providing transportation on an as-needed basis to clients. CONTRACTOR shall ensure all Subcontractors meet this requirement as well.

17.1.5 Driving Record: CONTRACTOR must maintain copies of driver's Department of Motor Vehicles printouts for all CONTRACTOR's drivers providing service under this Contract. CONTRACTOR shall ensure its Subcontracts meet this requirement as well. Reports shall be available to the CPM on request. COUNTY reserves the option of doing a DMV check on CONTRACTOR's drivers once a year, and CONTRACTOR must ensure the same with its Subcontractors.

17.2 CONTRACTOR shall be responsible for securing and maintaining staff who meet the minimum qualifications below and who possess sufficient experience and expertise required to provide services required in this SOW. CONTRACTOR shall obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education. CONTRACTOR must ensure the same requirements are met with its Subcontractors.

17.2.1 Case Aide: Case aids shall be paid employees with no degree requirement.

17.2.2 Paraprofessional Staff: Paraprofessional staff shall possess, at minimum, a Bachelor's Degree in Social work, Psychology, Marriage and Family Counseling or a closely related field.

17.2.3 Professional Staff: Professional staff shall possess, at minimum, a Master's Degree in Social Work, Psychology, Marriage and Family Counseling or a closely related field.

17.2.4 Clinical Director: The Clinical Director shall be one of the following: 1) a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences; or 2) a Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or 3) a licensed Psychologist with a current license from the California Board of Psychology. The Clinical Director

must also have a minimum of two (2) years experience, during the last five (5) years providing direct client services or direct supervision of an intern or trainee providing direct services similar to the services listed in the Scope of Work.

17.2.5 Program Manager: shall have, at minimum, a Bachelor's degree in a social science or a closely related field and a minimum of two years full-time management experience in a social service agency.

18.0 STAFF TRAINING, RECORDS AND REPORTING

- 18.1 CONTRACTOR shall train all staff, interns and volunteers providing program services within 30 business days from their start date. This training shall consist of a minimum of 40 hours to include: 1) Identifying child safety issues; 2) instructing staff and volunteers in mandated reporting requirements; 3) working with families affected by abuse and neglect; 4) learning methods of identifying and building family strengths; 5) helping parents build on their own skills and confidence; 6) promoting positive parent-child and family interaction; 7) learning record keeping procedures and accurate completion of the linking families to community services and resources.
- 18.2 CONTRACTOR shall ensure all staff, interns, volunteers, and Subcontractors' staff providing Program services receive regular, ongoing in-service training and supervision in child abuse and neglect treatment, in addition to other child welfare related topics. CONTRACTOR's staff shall receive a minimum of four hours of training each quarter of the Contract term. Internal capacity building activities may satisfy this requirement.
- 18.3 During the term of the Contract, the CPM or designee will conduct reviews of all training to ensure staff has been adequately trained or have appropriate degree(s) or license(s). The CONTRACTOR agrees that the County's judgment as to the adequacy or inadequacy of the training degree or license of the CONTRACTOR's shall be final.
- 18.4 In the event that the CPM finds staff is not adequately trained CONTRACTOR shall provide re-training in a manner which the CPM deems satisfactory; furthermore re-training shall be completed within thirty (30) days from the date of the Program Manager's notice to the CONTRACTOR.
- 18.5 CONTRACTOR shall hold weekly supervision reviews with all staff, and interns, and all other staff who provide program services under this contract. CONTRACTOR shall hold monthly supervision reviews with all mentors and volunteers who provide program services. Supervision reviews may be held individually or as a group. CONTRACTOR shall ensure that Subcontractors meet this requirement. This may include the Board of Behavioral Science (BBS) mandated clinical supervision requirement.
- 18.6 CONTRACTOR shall attend a mandatory Orientation that shall be provided by COUNTY within 30 days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the

orientation. CONTRACTOR shall ensure that all Subcontractors attend this mandatory orientation as well.

18.7 CONTRACTOR shall maintain documentation in the personnel files of all professional and paraprofessional staff, registered interns, and volunteers of its staff: 1) all training hours and topics; 2) copies of resumes, degrees, and professional licenses; and 3) current criminal clearances. CONTRACTOR shall ensure similar staff documentation is maintained by its Subcontractors.

18.8 CONTRACTOR shall provide the CPM, at the beginning of each Contract term and within 15 days of any staff change(s), a roster of all staff that includes: 1) name and positions; 2) work schedule; and 3) fax and telephone numbers. CONTRACTOR shall ensure same requirement is met by its Subcontractors.

18.9 CONTRACTOR shall request approval from the CPM in writing of any change(s) in CONTRACTOR's key personnel at least three (3) business days before proposed change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occur as a result of the change in personnel.

18.10 CONTRACTOR shall notify the CPM, within one business day, when key personnel are terminated from working on this Contract.

19.0 GREEN INITIATIVES

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

19.2 CONTRACTOR shall notify COUNTY's Program Manager of CONTRACTOR's new green initiatives prior to the contract commencement.

20.0 QUALITY ASSURANCE PLAN (QAP)

20.1 Tracking and Adapting are critical components of the DCFS Shared Core Practice Model, Technical Exhibit 6. The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) which provides comprehensive tracking and adapting strategies and which assures the requirements of the contract are met.

20.2 CONTRACTOR's draft QAP shall demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan shall be provided to the CPM within 30 days of the Contract Start Date and as changes occur.

20.3 The original QAP and any revisions thereto shall include, the following:

20.3.1 A description for how the CONTRACTOR's service delivery model components align with the Strengthening Families Protective Factors Framework, Technical Exhibit 18 (*Source material: Center for Study of Social Policy (CSSP) at: www.strengtheningfamilies.net or www.cssp.org*), which includes parental resilience, social connections,

knowledge of parenting and child development, concrete support in times of need and social and emotional competency of children and youth.

- 20.3.2 A description of how the protective factors framework outcomes will be measured.
- 20.3.3 A description of how racial disproportionality will be addressed.
- 20.3.4 A description for how the CONTRACTOR's service delivery model will align with the DCFS Shared Core Practice Model which includes providing children and families access to mental health services, including assessment and individualized treatment that creates a coherent and all-inclusive approach to service planning and delivery.
- 20.3.5 A description of how the CONTRACTOR service delivery model will align with the DCFS Shared Core Practice Model, which includes engaging, teaming, assessment and understanding, planning and intervening, and tracking and adapting.
- 20.4 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the SOW. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 20.5 Methods for insuring uninterrupted service to DCFS in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.
- 20.6 CONTRACTOR shall not utilize any employee or Subcontracted Network Partner whose work has been deemed deficient and unacceptable by DCFS.
- 20.7 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.
- 20.8 The QAP will be reviewed annually by the CONTRACTOR and CPM and revised, if needed.

21.0 QUALITY ASSURANCE MONITORING

- 21.1 The CPM, or other personnel authorized by DCFS, will monitor and evaluate CONTRACTOR's performance under this contract using the quality assurance procedures specified in this SOW. All monitoring will be conducted in accordance with Contract, subparagraph 8.15, County's QAP, of the Contract.
- 21.2 CONTRACTOR will be subject to a program review by DCFS, at a minimum of once per year, for the period of the contract. CONTRACTOR shall make available to DCFS, upon request, the following records for Technical Review:

- Personnel records, pertaining to current paid and volunteer staff;
 - Client Case Records; and
 - Financial Records.
- 21.3 If CONTRACTOR's performance requirements are not met, the CPM may call CONTRACTOR, and/or send CONTRACTOR a User Complaint Report (UCR), Contract Standard Exhibit K. CONTRACTOR shall respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the CPM.
- 21.4 CONTRACTOR shall submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the Technical Review, including billing deficiencies, within 45 calendar days of the receipt of the Technical Review Findings.
- 21.5 A Quality Service Review (QSR) component, which includes case reviews with staff and serviced families, will be developed collaboratively between DCFS and all CONTRACTORS and shall be implemented during the second year of the Contract.
- 21.6 CONTRACTOR shall fully cooperate with and participate in both the development and implementation of any proposed QSR. The CPM will review and have the final approval authority over the QSR component and its implementation process.
- 21.7 CONTRACTOR shall actively participate in annual performance reviews to assess achievement of performance measures. CONTRACTOR shall collect and share client identifying information such as name, date of birth, and any assigned agency identification numbers. Safe Children and Strong Families performance based contracts shall be evaluated subsequent to year two of contract implementation to assess programmatic effectiveness in achieving desired outcomes, as well as to inform continuous quality improvement efforts. Safe Children and Strong Families evaluations shall be COUNTY directed.
- 21.8 CONTRACTOR shall actively participate in Safe Children and Strong Families evaluation activities. Said evaluation activities include, but are not limited to, collection and sharing of data on:
- Program implementation;
 - Participant characteristics; and
 - Participant Outcomes.

22.0 PERFORMANCE OUTCOME SUMMARY

CONTRACTOR shall adhere to the measures established in Sections D of this SOW.

**Safe Children and Strong Families (SCSF)
SECTION D – Performance Outcome Summary
PARTNERSHIPS FOR FAMILIES (PFF)**

**Performance Outcome Measures
Partnerships for Families**

SERVICE CATEGORY TARGET GROUP			
The target population is children and families who are in need of services to prevent future child maltreatment and/or DCFS involvement.			
DCFS OUTCOME	OUTCOME INDICATOR	PERFORMANCE TARGET PER YEAR	DATA COLLECTION AND MONITORING METHOD
Goal: SAFETY Decreased occurrences of child abuse/neglect	<i>Of all referred families within 12 months of successful completion of PFF services, the:</i>		
	1. Percentage of families identified as the subject of subsequent child abuse and/or neglect evaluated-out referrals to the Child Protection Hotline (CPHL)	1. Shall not exceed 30%	1. CWS/CMS, Monthly Reports
	2. The percent of families included as the subject of a child abuse and/or neglect referral.	2. Shall not exceed 30%	2. CWS/CMS, Monthly Reports
	3. Of these, the percentage of families involved in subsequent substantiated child abuse and/or neglect referrals	3. Shall not exceed 25%	3. CWS/CMS, Monthly Reports
	4. Of these, the percentage of families with subsequent substantiated child abuse and/or neglect referrals resulting in a case opening	4. Shall not exceed 50%	4. CWS/CMS, Monthly Reports
	5. Of these, the percentage of child(ren) removed from parent(s) and placed in out-of-home care due to subsequent case opening	5. Shall not exceed 50%	5. CWS/CMS, Monthly Reports
Goal: WELL-BEING	<i>Of all families who successfully completed PFF services, the:</i>		
	1. Percentage of parent(s)/caregiver(s) with increased knowledge/development of protective factors	1. Shall exceed 80%	1. Pre-post screening tools

County of Los Angeles, Department of Children and Family Services
Safe Children and Strong Families (SCSF)

**LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK
Partnerships for Families**

TECHNICAL EXHIBIT	
1	Family Centered Service Request – Service Authorization (Form 800)
2	Consent to Release and Exchange Information
3	PFF Referral Services Intake Form
4	Monthly Referral Log
5	Case Notes-Fax and Telephone Log
6	DCFS Shared Core Practice Model
7	Attempted Contact Letter
8	Attempted Contact Form
9	PFF Service Plan Addendum
10	Monthly Progress Report
11	Linkages Log
12	Capacity Building Activities Form
13	Concrete Support Services Request Form
14	Periodicity Schedule for Health Assessment Request by Age Groups
15	Monthly Staffing and Expenditure Report
16	Definitions
17	Linkage Services
18	Protective Factors Framework
19	Service Planning Area Map
20	Zip Codes Served by Service Planning Area

COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SAFE CHILDREN AND STRONG FAMILIES

FAMILY CENTERED SERVICE REQUEST – SERVICE AUTHORIZATION
The Safety of a Child is our First Priority!

A. ACTION (Check New Referral or Update Case)

New Referral Request #: _____ Request Date: _____

FAMILY PRESERVATION (FP) ASSESSMENT SERVICES

FAMILY PRESERVATION (FP) / INTERVENTION SERVICES

PFF ARS Intervention Services (Non-FP) FP: DCFS & Probation IFP TDT – Probation

STATE ID / SERIAL #: _____
Child's Last Name: _____ First Name: _____ CWS / CMS Case #: _____
Family's Last Name: _____ First Name: _____ CWS / CMS Referral #: _____

Update Case Case #: _____ State Id / Serial #: _____

EXTEND SERVICES Change (Indicate change in Sections C, D, or E)

TERMINATE SERVICES Termination Date: _____ Case Closure Reason Code: _____
Out of Agency: _____ Into Agency: _____

TRANSFER SERVICES

B. SERVICE TYPE / ASSIGNMENT (To be completed by the Community-Based Liaison (CBL))

Effective Date: _____ Agency: _____ Duration: 1 month 2 months 3 months 6 months

SERVICE TYPE: Family Preservation: Base Rate Transitional Services Other Other Other

ADD Agency (Complete Section C) **REMOVE Agency** (When Adding or Removing, provide the Agency Name and Effective Date)

Assignment Correction (Correcting effective dates, etc., and specifying instructions in the Comments section below)

Correct Effective Date(s) Effective Date: _____ Effective Date: _____

Comments: _____

C. PRIMARY CAREGIVER CHANGE ADD FAMILY LOCATION REMOVE FAMILY LOCATION EFF. DATE: _____

LAST NAME	FIRST NAME	ETHNICITY	D.O.B	LANGUAGE: <input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER
STREET ADDRESS		CITY	STATE	ZIP CODE
TELEPHONE NO.		RELATIONSHIP TO CHILDREN		
OTHERS (adults in home)				

D. CASE INFORMATION CHANGE EFF. DATE: _____

CASE LAST NAME	CASE FIRST NAME	ETHNICITY	D.O.B	LANGUAGE: <input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER
CSW LAST NAME	CSW FIRST NAME	CSW FILE NO		
CSW PHONE NO.	CSW FAX NO.	SPA	OFFICE	
SCSW LAST NAME	SCSW FIRST NAME	SCSW PHONE NO.		
CBL LAST NAME	CBL FIRST NAME	CBL PHONE & FAX NO		

FAMILY CENTERED SERVICE REQUEST – SERVICE AUTHORIZATION
The Safety of a Child Is our First Priority!

E. CHILD INFORMATION

CHANGE

EFF. DATE: _____

LAST NAME	FIRST NAME	DOB	GENDER	OPEN DCFS	REMOVE
			<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/>	<input type="checkbox"/>

F. OTHER INFORMATION

GAIN <input type="checkbox"/> YES <input type="checkbox"/> NO	CALWORKS <input type="checkbox"/> YES <input type="checkbox"/> NO	WORKER NAME: _____ FILE NO.: _____	TELEPHONE NO. OFFICE LOCATION: _____
Referral Being Made to: <input type="checkbox"/> Prevent Placement <input type="checkbox"/> Facilitate Reunification <input type="checkbox"/> Adoptive Placement <input type="checkbox"/> Court Ordered Referral Initiated By: <input type="checkbox"/> ERCP <input type="checkbox"/> ER <input type="checkbox"/> DI <input type="checkbox"/> ADOPT <input type="checkbox"/> FM <input type="checkbox"/> FR <input type="checkbox"/> PP Court Status: <input type="checkbox"/> None <input type="checkbox"/> Pre-Adjudication <input type="checkbox"/> Post-Adjudication <input type="checkbox"/> Post-Disposition <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> Adoption			

G. PLEASE DESCRIBE THE PRESENTING PROBLEMS / AREAS OF CONCERN (Comments a maximum of 500 characters)

Computer generated

H. PLEASE DESCRIBE THE FAMILY STRENGTHS (Comments a maximum of 500 characters)

form!

I. PRELIMINARY ASSESSMENT OF SERVICES NEEDED IN ADDITION TO IN-HOME COUNSELING

<input type="checkbox"/> Auxiliary Funds	<input type="checkbox"/> Teaching/Demonstrating Homemaker	<input type="checkbox"/> Employment Training Services
<input type="checkbox"/> Parent Self-Help	<input type="checkbox"/> Substance Abuse Treatment	<input type="checkbox"/> Mental Health Services
<input type="checkbox"/> Parent Training	<input type="checkbox"/> Child Care	<input type="checkbox"/> Education
<input type="checkbox"/> Transportation	<input type="checkbox"/> Drug Testing	<input type="checkbox"/> Special Education
<input type="checkbox"/> Substitute Adult Role-Model	<input type="checkbox"/> Motel – Emergency Housing	<input type="checkbox"/> Other _____
<input type="checkbox"/> Health Care	<input type="checkbox"/> Counseling (Out of Home)	<input type="checkbox"/> Other _____
<input type="checkbox"/> Income Support Services	<input type="checkbox"/> Developmental Services	<input type="checkbox"/> Other _____
<input type="checkbox"/> Physical Development Services	<input type="checkbox"/> Housing	<input type="checkbox"/> Other _____

J. GOALS or OUTCOMES or TERMINATION NOTES or DENIAL REASON (Comments a maximum of 500 characters)

TERMINATION – Code / Reason for Case Closing (Code is used in Section A for a termination action)

1 – Successful Family Preservation	5 – Case Never Activated	9 – Suitable Placement (Probation)
2 – Successful Family Reunification	6 – Court Terminated Services	10 – Case Closed within 30 days
3 – Family Moved from Area	7 – Case Closed for Administrative Reasons	11 – Case Created in Error
4 – Family Refused Services/Dropped Out	8 – Child Detained/Arrested	12 – AWOL
		13 – Successful ARS

K. SIGNATURES

CSW SIGNATURE	DATE	CBL SIGNATURE	DATE
SCSW SIGNATURE	DATE	PROGRAM MANAGER SIGNATURE	DATE

CONSENT TO RELEASE AND EXCHANGE INFORMATION

1. Case Name	2. Case Number
3. Parent's/Guardian's Names <i>(if different from Case Name)</i>	4. Date of Birth
5. Parent's/Guardian's Names <i>(if different from Case Name)</i>	6. Date of Birth
7. Name(s) of Children	8. Date(s) of Birth
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
<p>9. CONSENT STATEMENT</p> <p><i>I/we understand that as a necessary part of my/our participation in the Community Based Program (PFF), the agencies involved must have access to records pertaining to my/our family. Therefore, I/we give permission to the Department of Children and Family Services (DCFS) to release, disclose, and/or exchange information about myself and my child(ren) listed above with a Community Based Agency and the participating agencies which may include, but are not limited to: the Departments of Health Services, Mental Health, Public Social Services and Education. This consent includes both written and oral communication about social, medical, developmental, psychological, educational, behavioral and other individual and family issues.</i></p> <p>This signed consent form will remain in effect for the duration of my/our family's participation in the program.</p>	
10. Signature of Parent(s) Guardian(s)	11. Date of Signature
_____	_____
_____	_____
12. CSW's Signature	13. Date of Signature
_____	_____
<input type="checkbox"/> PFF _____	
<input type="checkbox"/> Other _____	

CONSENTIMIENTO PARA REVELAR Y CAMBIAR INFORMACIÓN

1. Nombre del Caso	2. Número del Caso
3. Nombre de Padre(s) / Madre(s) o Guardianes (Si es diferente al Nombre del Caso)	4. Fecha de Nacimiento
5. Nombre de Padre(s) / Madre(s) o Guardianes	6. Fecha de Nacimiento
7. Nombre(s) de Niño(s) y Niña(s)	8. Fecha(s) de Nacimiento
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
<p>9. DECLARACIÓN DE CONSENTIMIENTO PARA REVELAR INFORMACIÓN</p> <p>Yo/nosotros entiendo/entendemos que cómo una parte necesaria de mi/nuestra participación en la Agencia de Programa Comunitarias, las agencias involucradas tienen que tener acceso a los archivos pertinentes a mi/nuestra familia. Por lo tanto, yo/nosotros le damos nuestro permiso al Departamento de Servicio para Niños y Familias (DCFS) para revelar, divulgar, y/o intercambiar información sobre mi persona y mi niño(s)/niña(s) los antes mencionados con la Agencia de Programa Comunitaria y las agencias participantes que pueden incluir, pero no son limitadas a los Departamentos de: Servicios de Salud, Salud Mental, Servicios Sociales Públicos y de Educación. Este consentimiento incluye tanto la comunicación por escrito como la comunicación oral pertinente a los asuntos sociales, médicos, de desarrollo, psicológicos, educativos, de compartimiento u otros asuntos individuales o familiares.</p> <p>Este consentimiento firmado continuará vigente durante la participación de mi familia en el programa.</p>	
10. Firma de Padre(s) / Madre(s) o Guardianes	11. Fecha de Firma
_____	_____
_____	_____
12. Firma del Trabajador Social para Niños	13. Fecha de Firma
_____	_____
<input type="checkbox"/> PFF _____ <input type="checkbox"/> Otro _____	

PARTNERSHIPS FOR FAMILIES REFERRAL SERVICES INTAKE FORM

Page 1 of 2

Inquiry:	Number:	Name:	DCFS State ID:
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SERVICE TYPE/ASSIGNMENT

CWS/CMS Case Start Date:	CSW/CMS Case End Date:	FS Create Date:	FS Assigned Date:
Contact Date:	Contact Status:	Acceptance Date:	
Service Start Date:	Agency Number:	Case Termination date:	

CWS/CMS Case Start Date:	CSW/CMS Case End Date:	FS Create Date:	FS Assigned Date:
Contact Date:	Contact Status:	Acceptance Date:	
Service Start Date:	Agency Number:	Case Termination date:	

AGENCY ASSIGNMENT:

Agency Name:

PRIMARY CAREGIVER:

Primary Caregiver Name	Street Address	City/State/Zip	Phone	Relationship

ADULTS TO BE ASSESSED:

Last Name	First Name	DOB	Relationship	Gender

GAIN/CaWORKs:

LEADER #:

OTHERS (Adults in Home):

Last Name	First Name	DOB	Relationship	Gender

REFERRAL INFORMATION:

FS Ref. Name	Ethnicity:	Language:
CSW Name:	CSW File No:	DOB:
CSW Phone:	CSW Fax:	SPA:
SCSW Name:	SCSW Phone:	Office:
CBL Name:	CBL Phone:	CBL Fax:

CHILD INFORMATION:

Last Name	First Name	DOB	Relationship	Gender	Open DCFS

OTHER INFORMATION:

Referral Being Made:	Initiated By:	Court Status:
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PARTNERSHIPS FOR FAMILIES REFERRAL SERVICES INTAKE FORM

PRELIMINARY ASSESSMENT OF SERVICES NEEDED:

Select:	<input type="checkbox"/> Auxiliary Funds	<input type="checkbox"/> Physical Development Services	<input type="checkbox"/> Developmental services
	<input type="checkbox"/> Parent Self-Help	<input type="checkbox"/> Teaching/Demonstrating Homemaker	<input type="checkbox"/> Employment Training Services
	<input type="checkbox"/> Parent Training	<input type="checkbox"/> Substance Abuse Treatment	<input type="checkbox"/> Housing
	<input type="checkbox"/> Transportation	<input type="checkbox"/> Child Care	<input type="checkbox"/> Mental health Services
	<input type="checkbox"/> Substitute Adult Role Model	<input type="checkbox"/> Drug Testing	<input type="checkbox"/> Education
	<input type="checkbox"/> Health Care	<input type="checkbox"/> Motel - Emergency Housing	<input type="checkbox"/> Special Education
	<input type="checkbox"/> Income Support Services	<input type="checkbox"/> Counseling (Out of Home)	<input type="checkbox"/> Health, Parenting & Other Educational Pro.
	<input type="checkbox"/> Emergency Basic Support	<input type="checkbox"/> Case Management/Linkage	<input type="checkbox"/> Other
	<input type="checkbox"/> In House Outreach Counseling	<input type="checkbox"/> Peer Based Support Group	<input type="checkbox"/> Other

SERVICES PROVIDED BY AGENCY:

Name	EBS	EBS From	EBS To	ES	ES From	ES To	CM	CM From	CM To	SA	SA From	SA To	HO	HO From	HO To	LK	LK From	LK To
	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		

Services Legend: EBS-Emergency Basic Support; ES-Employment Services; CM-Case Management; SA-Structured Activities; HO-Health & Other Educational Programs; LK-Linkage Services

MEMO:

Goals:

Outcome:

Termination Notes:

PROBLEM/AREAS OF CONCERN:

FAMILY STRENGTHS:

DCFS SHARED CORE PRACTICE MODEL

Our Departments have developed a shared and evolving model of practice to better integrate services and supports for children, youth, families and communities. Our commitment and approach are cemented in the crucial elements of community partnership, teamwork, family voice and choice, cultural competence, respect, accountability, continuous quality improvement and implementation of best practice.

Key Outcomes: *Safety, Permanence, Well-Being, Self Sufficiency, Organizational Excellence*

Shared Values and Guiding Principles

- **Child Protection & Safety:** Children and youth have the right to live in a safe environment, free from abuse, and neglect.
- **Permanent, Lifelong, Loving, Families:** Children and youth need and are entitled to a safe, nurturing and permanent family environment ideally in their own home.
- **Strengthening Child & Family Well-Being and Self Sufficiency:** Identifying the unique strengths of children, youth and families allows services and supports to be individualized and tailored.
- **Child Focused Family Centered Practice:** Focusing on the child's individualized, underlying needs and strengths, and the strengths and capacities of families provide the best guide to effective intervention and lasting change.
- **Community-Based Partnerships:** Services and interventions for children, youth and families are delivered collaboratively by agencies, providers, community and informal and naturally occurring supports in order to meet each family's needs.
- **Cultural Competency:** We maintain an attitude of cultural humility; honoring and respecting the beliefs and values of all families and recognizing that the cultural, ethnic and spiritual roots of the child, youth and family are a valuable part of their identity.
- **Best Practice and Continuous Learning:** We commit to developing an environment of continuous listening and learning and to ensuring that policy and practice decisions are based on reliable data as well as evidence, research and feedback.

The Practice Wheel - Operationalizing the Shared Practice Model

Our values and guiding principles are applied through a set of practice activities depicted by the Practice Wheel.

- **Engaging** is the practice of creating trustful working relationships a child and their family by increasing their participation, validating their unique cultural perspective, and hearing their voice and choice.
- **Teaming** is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs.
- **Assessing** is the practice of collaborating with a family's team to obtain information about the salient events impacting children and families and the underlying causes bringing about their situation.
- **Planning and Intervening** is the practice and process of tailoring and implementing plans to build on strengths and protective capacities in order to meet individual needs for each child and family.
- **Tracking, Adapting and Transitioning** is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, reworking the plan, celebrating successes, adapting to challenges and organizing after-care supports as needed for the child and family.



PRICING SHEET

DATE: 10/10/2011 10:00 AM

CONTRACTOR'S LINE ITEM BUDGET AND NARRATIVE

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

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.babysafe.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 Angeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé, esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**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 1/2-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	10,000
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)	\$24,000

Direct Allocation Method

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

USER COMPLAINT REPORT
SAFE CHILDREN AND STRONG FAMILIES

This form is to be used by DCFS users of (Enter Name of Program/Service Here) 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:

- (Enter Name of Program/Service Here) Contractor is not responding to messages.
- (Enter Name of Program/Service Here) Contractor is/was not available or not responding to messages.
- (Enter Name of Program/Service Here) Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by (Enter Name of Program/Service Here) Contractor.
- (Enter Name of Program/Service Here) Contractor is/or has not been submitting reports or maintaining records as required.
- (Enter Name of Program/Service Here) Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

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

Signature

Date

Name and Title of Signer (please print)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

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

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.