



BRANDON T. NICHOLS
Acting Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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October 10, 2017

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 October 10, 2017

LORI GLASGOW
EXECUTIVE OFFICER

**REQUEST TO APPROVE A CONTRACT WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(ALL SUPERVISORIAL DISTRICTS) - (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval of a contract with the Regents of the University of California through the University of California at Los Angeles (UCLA) for the provision of evaluation services as part of the Online Mandated Reporting Pilot (Pilot).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Acting Director of DCFS, or his designee, to execute a one-year contract, substantially similar to Attachment A, with UCLA for the provision of evaluation services for the Pilot. The term of the contract will be effective October 10, 2017, or date of execution, through October 9, 2018, with two 1-year extensions at the County's sole option. The maximum contract sum for the one-year term will be \$30,000, financed by 100 percent 2011 State Realignment Funds. There will be no net County cost associated with this contract.
2. Delegate authority to the Director of DCFS, or his designee, to extend the contract by written notice for each of the two 1-year renewal options, as needed to meet the goals of this program. Approval from County Counsel will be obtained prior to execution of each renewal option, and the Director will notify the Board and the Chief Executive Office (CEO) in writing within 10 business days after execution.

3. Delegate authority to the Director of DCFS, or his designee, to execute amendments to the terms and conditions in order to meet the needs of the program or to increase or decrease the maximum contract sum up to ten percent if such an amendment is necessary to meet a change in service demand and the necessary funding is available in the budget. Approval from County Counsel will be obtained prior to executing such amendment, and the Director will notify the Board and the CEO in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Over the years, the number of child abuse calls made to the Los Angeles County DCFS Child Protection Hotline (Hotline) has continued to increase. The Hotline received 218,918 calls in 2016, in comparison to 179,044 calls received 10 years prior, which is a 22% increase in call volume. Major factors contributing to this increase includes media coverage of child abuse and child fatalities as well as new populations of children such as Non-Minor Dependents and Commercially Sexually Exploited Children.

Effective January 1, 2016, Senate Bill 478 created the County optional Online Mandated Reporting Pilot. The Pilot allows participating counties to test the concept of an online reporting system with a group of trained mandated reporters in non-urgent situations, with the hope of creating a more efficient process. As provided in PC § 11166.02(a)(2) and W&IC § 10612.5 (b), the California Department of Social Services (CDSS) will oversee and administer the pilot program, providing written guidance and directives. The Pilot is in effect until January 1, 2021, unless another statute extends or deletes that date. The CDSS may conclude the Pilot on a county-by-county basis prior to January 1, 2021, if the evaluation and monitoring indicate it is compromising the safety of children.

The online child abuse reporting portal will reduce the number of calls the Hotline receives enabling emergent calls to be answered more quickly and efficiently. Those non-emergent reports made online can be assessed throughout the course of the workday when the call volume is at a manageable level. With less calls to the Hotline, wait times are reduced for those who are calling regarding emergent situations, diminishing any delays to responding to a child in imminent danger.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategy III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications) including replacement of legacy systems.

FISCAL IMPACT/FINANCING

The maximum contract sum for the one-year term will be \$30,000, financed by 100 percent 2011 State Realignment Funds. There will be no net County cost associated with this contract. Sufficient funding is in the DCFS Fiscal Year 2017-18 Adjusted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS submitted a Board Notification Memo on August 17, 2017 in compliance with County of Los

Angeles Code 5.100 (Sole Source Contracting Policy) and 5.120 (Increases to Board Approved Contracts).

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply. County employees cannot effectively perform these services because they require the development and utilization of resources that are not available in the County system.

The proposed contract has been approved as to form by County Counsel.

Attachment B, the Sole Source Checklist, has been approved by CEO.

CONTRACTING PROCESS

On August 17, 2017, DCFS notified your Board that it intended to negotiate this Sole Source contract with UCLA. This public university is uniquely qualified to comprehensively evaluate effectiveness of the Online Mandated Reporting Pilot in capturing non-emergent reports of child abuse in a more efficient manner while maintaining child safety.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the recommended actions are not approved, the County will not be able to capture and respond to reports of child abuse in a more efficient manner, with the increasing volumes of calls each year.

CONCLUSION

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board letter to:

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

The Honorable Board of Supervisors

10/10/2017

Page 4

Respectfully submitted,

A handwritten signature in dark ink, appearing to be 'Brandon T. Nichols', written in a cursive style.

BRANDON T. NICHOLS

Acting Director

BTN:JFLTl:mb

Enclosures

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

FOR

EVALUATION SERVICES

CONTRACT NUMBER 17-0019

October __, 2017

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

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- EXHIBIT A-2:** All COUNTY Letter 17-40 Mandated Reporting Pilot Program
- EXHIBIT A-3:** Child Abuse Reporting Electronic System (CARES) Feedback Survey
- EXHIBIT A-4:** CONTRACTOR Contact Information
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- EXHIBIT A-6:** Budget/Budget Narrative
- EXHIBIT B:** CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- EXHIBIT C:** Los Angeles County Community Business Enterprise (LAC/CBE) Program
- EXHIBIT D-1:** CONTRACTOR's Acknowledgement and Confidentiality Agreement
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- EXHIBIT E:** Jury Service Program Certification and Los Angeles County Code 2.203 (CONTRACTOR Employee Jury Service)
- EXHIBIT F:** Auditor-Controller Contract Accounting and Administration Handbook
- EXHIBIT G:** Internal Revenue Notice 1015
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- EXHIBIT I:** CONTRACTOR's Administration
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- EXHIBIT M:** User Complaint Report
- EXHIBIT N:** Pricing Sheet/Schedule
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- EXHIBIT P:** Attestation of Willingness to Consider GAIN/GROW Participants
- EXHIBIT Q:** Lobbyist Ordinance Certification
- EXHIBIT R:** Zero Tolerance Policy on Human Trafficking Certification

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FOR
EVALUATION SERVICES

Evaluation Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2017, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

The Regents of the University of California
hereinafter referred to as "CONTRACTOR"

RECITALS

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

WHEREAS, the CONTRACTOR is a public governmental entity or a non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501 (c) (3) of the Internal Revenue Code; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, B, C, D-1, D-2, D-3, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, B, C, D-1, D-2, D-3, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R.

2.0 DEFINITIONS

- 2.1 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:
 - A. **"Contract"** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - B. **"CONTRACTOR"** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - C. **"CONTRACTOR's Program Director"** (CPD) – means the CONTRACTOR representative responsible for the daily management of contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

- D. **“COUNTY”** – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- E. **“COUNTY’s Program Manager”** (CPM) – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- F. **“Day” or “Days”** – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- G. **“DCFS”** - means COUNTY’s Department of Children and Family Services
- H. **“Director”** - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- I. **“Fiscal Year(s)”** - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- J. **“Statement of Work”** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- K. **“Subcontract”** - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

3.0 TERM OF CONTRACT

- 3.1 The term of this Contract shall commence on the date of execution by the Director of DCFS and shall expire on October __, 2018, with two one-year options to extend through October __, 2020, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the term of this contract for up to two additional one-year periods for a maximum Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS by Amendment or written notice to the CONTRACTOR provided that approval of the County’s Chief Executive Office (CEO) is obtained prior to any such extension.
- 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.

- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 3.5 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 Chief Executive Office approval, 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.

4.0 CONTRACT SUM

- 4.1 The Maximum Annual Contract Sum for this contract is \$30,000.
- 4.2 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 N, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 6.0, Invoices and Payments, of this Contract.
- 4.3 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.
- 4.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit J, County's Administration.
- 4.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-6, herein referred to as "Budget." The Budget shall

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

- 4.7 CONTRACTOR may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs. Unless, the agency has a federally approved indirect cost rate letter of over 10%.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

5.1.1 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 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.2 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

5.1.3 Certificates and copies of required endorsement shall be sent to:

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

5.1.4 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.

5.1.5 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.

- 5.1.6 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.
- 5.1.7 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.
- 5.1.8 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.
- 5.1.9 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.
- 5.1.10 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.11 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.

5.1.12 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.

5.1.13 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.

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

5.1.15 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.

5.1.16 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.

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

5.2 Insurance Coverage Requirements:

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

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

- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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.

6.0 INVOICES AND PAYMENTS

- 6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY quarterly at the rate of compensation specified in Exhibit N, Pricing Schedule, as supported by the Budget (Exhibit A-6), and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 6.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous quarter. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 6.3 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122, Cost Principles for Non-Profit Organizations. 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>
- 6.4 CONTRACTOR shall submit the original quarterly invoice to the DCFS Accounting Services and one copy to the COUNTY 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, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Gary Burks, Child Protection Hotline
1933 S. Broadway, 5th Floor
Los Angeles, CA 90007

- 6.5 County Approval of Invoices. All invoices submitted by the CONTRACTOR for payment must have written approval of the CPM 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 unreasonable withheld.
- 6.6 The CPM (or designee) shall review the CONTRACTOR'S invoice within 30 days of receipt of the invoice and notify the CONTRACTOR of any discrepancy noted on the invoice in writing. The CONTRACTOR shall be provided seven business days to provide any additional documentation to address the discrepancies.
- 6.7 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.
- 6.8 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 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.10 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.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 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 obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 7.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract 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.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 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.
- 7.5 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.
- 7.6 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.

8.0 CONFIDENTIALITY

- 8.1 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.
- 8.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 8.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-3, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.7 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.
- 8.8 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 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 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 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.

- 8.9 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.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

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

10.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 10.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.
- 10.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 10.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which

the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 10.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 10.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 11.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 10.6 All the rights and obligations of this Paragraph 10.0 shall survive the expiration or termination of this Contract.

11.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 11.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.
- 11.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:
 - 1. Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
 - 2. Replace the questioned equipment, part, or software product with a non-questioned item; or

3. Modify the questioned equipment, part, or software so that it is free of claims.
- 11.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

12.0 PREFERENCE PROGRAMS

12.1 Local Small Business Enterprise Preference Program

- 12.1.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code.
- 12.1.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 12.1.3 The 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 Local Small Business Enterprise.
- 12.1.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise 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, shall:
 1. In addition to the amount described in Sub-Section 12.1.5, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- 12.1.5 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;

2. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
3. The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

12.2 Social Enterprise (SE) Preference Program

- 12.2.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles COUNTY Code.
- 12.2.2 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.
- 12.2.3 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.
- 12.2.4 If CONTRACTOR has obtained COUNTY certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, CONTRACTOR shall:
 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;
 2. In addition to the amount described in subdivision (1) above, the CONTRACTOR will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 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.

12.3 Disabled Veterans Business Enterprise (DVBE) Preference Program 12.3.1
This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

12.3.2 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 DVBE.

12.3.3 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 DVBE.

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

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;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director (CPD)

The CPD is designated in Exhibit I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CPD.

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

1.2 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, the CPD.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager (CPM)

The responsibilities of the CPM 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 the CPD on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.2.1 The CPM is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, 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 delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 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.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the 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.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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.

7.0 CHANGES AND AMENDMENTS

- 7.1 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 7.0.
- 7.2 Except as provided in this Section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment 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.
- 7.3 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.

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

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 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

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

9.1.2 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).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "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, Standard Terms and Conditions, Section 55.0, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMPLAINTS

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

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

11.0 COMPLIANCE WITH APPLICABLE LAWS

- 11.1 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. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

- 11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 11.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 11.3 CONTRACTOR shall indemnify, 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 11.0 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 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.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry,

age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH 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 E, and incorporated by reference into and made a part of this Contract.

13.1 Written Employee Jury Service Policy

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 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.

14.0 CONDUCT OF PROGRAM

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

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no

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

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

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

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

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

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

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

former COUNTY employees who are on a reemployment list during the life of this Contract.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

19.0 CONTRACTOR 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.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 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.

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

20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by

the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 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.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (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.

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

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

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

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

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

22.0 CONTRACTOR'S WORK

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

- 22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

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

24.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 24.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 24.2 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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 25.1 CONTRACTOR'S 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.

- 25.2 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.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 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.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 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.
- 27.2 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.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

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

28.2 Default for Insolvency

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 Other Events of Default

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

29.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 7.1,

and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

30.0 FAIR LABOR STANDARDS

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

31.0 FIXED ASSETS

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

32.0 FORCE MAJEURE

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

from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 32.3 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.

33.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

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

34.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35.0 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.

36.0 INDEPENDENT CONTRACTOR STATUS

- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-2, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-3, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

37.0 LIQUIDATED DAMAGES

- 37.1 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.
- 37.2 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 that which is agreed upon at such time, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 37.3 The action noted in Sub-section 37.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

37.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 37.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

38.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at <http://camisvr.co.la.ca.us/webven> (There are underscores in the address between the words 'doing business' and 'main db'.)

39.0 MOST FAVORED PUBLIC ENTITY

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

40.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

40.1 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.

40.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Contractor's Equal Employment Opportunity (EEO) Certification.

40.3 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.

- 40.4 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.
- 40.5 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.
- 40.6 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.
- 40.7 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.
- 40.8 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.

41.0 NON EXCLUSIVITY

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

42.0 NOTICE OF DELAYS

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

43.0 NOTICE OF DISPUTE

The 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.

44.0 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 Services Notice 1015, attached hereto as Exhibit G.

45.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit I, CONTRACTOR's Administration and Exhibit J, 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.

46.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

47.0 PROPRIETARY RIGHTS

- 47.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 47.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 47.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 47.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 47.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 47.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 47.4 for:
- 47.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 47.3;

- 47.5.2 Any materials, data and information covered under Sub-section 47.2; and
- 47.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 47.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 47.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 47.8 The provisions of Sub-sections 47.5, 47.6, and 47.7 shall survive the expiration or termination of this Contract.

48.0 PUBLIC RECORDS ACT

- 48.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 50.0 - Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in 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.
- 48.2 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.

49.0 PUBLICITY

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

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

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

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

50.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

50.1 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.

50.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and

shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the 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.

- 50.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 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).
- 50.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 50.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 50.6 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.

51.0 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.

52.0 SAFELY SURRENDERED BABY LAW

- 52.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

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

- 52.2 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 H of this Contract, and is also available on the Internet at www.babysafela.org for printing purposes.

53.0 SHRED DOCUMENT

- 53.1 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.

- 53.2 Documents for record and retention purposes in accordance with Subsection 50.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

54.0 SUBCONTRACTING

- 54.1 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.
- 54.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 54.2.1 A description of the work to be performed by the Subcontractor;
 - 54.2.2 A draft copy of the proposed subcontract; and
 - 54.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 54.3 CONTRACTOR shall indemnify 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.
- 54.4 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.
- 54.5 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.
- 54.6 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.

- 54.7 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:
- 54.7.1 An executed Exhibit D-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 54.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I – Unique Terms and Conditions, Section 5.0, Insurance Coverage requirements, of this Contract, and
 - 54.7.3 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.
- 54.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 54.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 54.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 54.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

55.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 55.1 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:

- 55.1.1 CONTRACTOR has materially breached this Contract;
- 55.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 55.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 55.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 55.1, 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.
- 55.3 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 55.1 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.

- 55.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 55.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 55.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 55.1, 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 55.2, 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.
- 55.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Standard terms and Conditions, Section 35.0 - Indemnification.
- 55.6 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.

56.0 TERMINATION FOR CONVENIENCE

- 56.1 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.

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

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

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

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

57.0 TERMINATION FOR IMPROPER CONSIDERATION

57.1 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.

57.2 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.

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

58.0 TERMINATION FOR INSOLVENCY

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

58.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;

- 58.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
 - 58.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or
 - 58.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 58.2 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.

59.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

60.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

61.0 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law

(Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

62.0 USE OF FUNDS

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

63.0 VALIDITY

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

64.0 WAIVER

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

65.0 WARRANTY AGAINST CONTINGENT FEES

65.1 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.

65.2 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.

66.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

67.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

If a CONTRACTOR or member of CONTRACTOR 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 of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

Regents of the University of California
Name of Agency

By: _____
Brandon T. Nichols, Acting Director
Department of Children and
Family Services

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

95-6006143
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

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

ONLINE MANDATED REPORTING PILOT EVALUATION

STATEMENT OF WORK



STATEMENT OF WORK
ONLINE MANDATED REPORTING PILOT EVALUATION
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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
ONLINE MANDATED REPORTING PILOT EVALUATION

STATEMENT OF WORK

PART A: INTRODUCTION

1.0 PREAMBLE

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

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. 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, community and contracting partners.

2.0 OVERVIEW

Over the years, the number of child abuse calls made to the Los Angeles County Department of Children and Family Services (DCFS) Child Protection Hotline (Hotline) has continued to increase. The Hotline received 218,918 calls in 2016 compared to 179,044 calls received 10 years prior in 2006, which is an additional 39,874 calls.

2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
179,044	182,013	182,777	186,781	192,151	188,366	200,744	215,300	218,210	207,866	218,918

The following factors have primarily contributed to a **22% increase in call volume** in the last 10 years:

1. Increased education on mandated reporter obligations;
2. Media coverage of child abuse, child fatalities and family violence;
3. Passage of Senate Bill 39 in 2008 requiring the release of child fatality records; and
4. New populations of children and youth who are now the subjects of suspected child abuse and neglect reports:
 - a. In 2010, AB12 was signed into law allowing youth to remain dependents up until the age of 21 to receive ongoing services through Extended Foster Care;
 - b. Due the passage of Senate Bill 855 in 2014, a new subdivision of WIC 300(b)(2) requires the Hotline to accept reports of Commercially Sexually Exploited Children who previously were overseen by the Probation Department;
 - c. The increase in the number of foreign born children and youth crossing our U.S. borders in hopes of refuge requires that the Hotline now accept, under tight criteria, referrals of suspected abuse and neglect on Unaccompanied Undocumented Minors;
 - d. Also in 2014, the Blue Ribbon Commission's report addressed "failures in cross reporting" and the recommendation was for increased sharing of information with law enforcement.

There are 135 full-time social workers, 23 part-time social workers, 26 supervisors, and six managers who staff the Hotline 24 hours per day, 7 days per week. Regardless of this staffing level, there are times when calls are in queue and on hold for exceedingly long times. Each of these calls requires a social worker to calm the caller and then ask a series of questions to gather demographic information, as well as the details regarding suspected child abuse. Each call requires from 20 to 30 minutes on average to complete. Documentation in Child Welfare Service/Case Management System (CWS/CMS) takes another hour to hour and a half to generate a referral. The standard is for each social worker to handle one call per hour. This is consistent with other hotlines across the state of California.

Mandated reporters such as law enforcement officers and school personnel are the most frequent callers to the Hotline. During peak call season, they frequently experience long hold times due to high call volume. Allowing mandated reporters to make a child abuse report through an online portal rather than expend their valuable time on hold to make a verbal report, will be a tremendous improvement in efficiency for both mandated reporters and child welfare. At times, reports are

made to meet the mandated reporting obligations, however, not all calls result in a DCFS investigation. The online reporting system will alleviate time spent on the telephone by allowing reports to be made more expediently online. To ensure that urgent situations are responded to rapidly, there are a series of qualifying questions (aligned with Structured Decision Making) at the beginning of the online report to screen out the urgent reports and redirecting reporters to call the Child Protection Hotline or the local law enforcement in life threatening situations.

It is believed that implementation of the online child abuse reporting portal will reduce the number of calls the Hotline receives, enabling emergent calls to be answered more quickly and efficiently. Those non-emergent reports made online can be assessed throughout the course of the workday when the call volume is at a manageable level. With less calls to the Hotline, wait times are reduced for those who are calling regarding emergent situations, diminishing any delays to responding to a child in imminent danger.

3.0 DEFINITIONS

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

- 3.1 **5 Day Response** – means the assigned Children’s Social Worker must initiate the in-person response at the first possible opportunity, and no later than 5:00 p.m. on the 5th business day following the receipt of the referral, counting the day the referral was received by the DCFS Child Protection Hotline as day one. This category includes those referrals in which an immediate response is not required but a response is needed at a specified time prior to the 5th business day.
- 3.2 **Abuse and Neglect** – means the non-accidental commission of injuries against a person. In the case of a child, the term refers specifically to the non-accidental commission of injuries against the child by or allowed by a parent(s)/guardian(s) or other person(s). The term also includes emotional, physical, severe physical, and sexual abuse as defined in Sections 31-002(c)(8) (A) through (D).
 - 3.2.1 "Emotional abuse" means nonphysical mistreatment, the results of which may be characterized by disturbed behavior on the part of the child such as severe withdrawal, regression, bizarre behavior, hyperactivity, or dangerous acting-out behavior. Such disturbed behavior is not deemed, in and of itself, to be evidence of emotional abuse.
 - 3.2.2 "Physical abuse" means non-accidental bodily injury that has been or is being inflicted on the child. It includes, but is not limited to, those forms of abuse defined by Penal Code Sections 11165.3 and 11165.4 as "willful cruelty or unjustifiable punishment of a child" and "corporal punishment or injury."

- 3.2.3 "Severe physical abuse" means any single act of abuse which causes physical trauma of sufficient severity that, if left untreated, it would cause permanent physical disfigurement, permanent physical disability, or death; any single act of sexual abuse which causes significant bleeding, deep bruising, or significant external or internal swelling; or repeated acts of physical abuse, each of which causes bleeding, deep bruising, significant external or internal swelling, bone fracture, or unconsciousness.
- 3.2.4 "Sexual abuse" means the victimization of a child by sexual activities, including, but not limited to, those activities defined in Penal Code Section 11165.1(a)(b)(c). See "sexual assault" and "sexual exploitation."
- 3.3 **Bureau of Specialized Response Services (BSRS)** – means the support Bureau within DCFS that includes the 24/7 operations of the Child Protection Hotline, Emergency Response Command Post and Temporary Shelter Care Divisions.
- 3.4 **Business Information Systems (BIS) Division** – means the division within the Mega Bureau of DCFS that provides technical support and development for the Department. The BIS Division is comprised of application development and database support; business intelligence and reports management; departmental security technology; and project management.
- 3.5 **California Department of Social Services (CDSS)** – means the state agency in California responsible for aiding, servicing and protecting needy children and adults. At the same time, the Department strives to strengthen and encourage individual responsibility and independence for families. By managing and funding its programs, the objectives of the Department are carried out through the 4,200 employees located in 51 offices throughout the state, 58 county welfare department offices, and a host of community-based organizations.
- 3.6 **Child Abuse Reporting Electronic System (CARES)** – means the DCFS online child abuse reporting system that includes a standardized safety assessment of qualifying questions and excludes the submission of reports where the child is subject to immediate risk of abuse, neglect, or exploitation, or is in imminent danger of severe harm or death. The qualifying questions redirect the reporter to file their report by telephone when the situation is emergent. CARES may also be referred to as the online reporting portal, online reporting system, or electronic reporting system.
- 3.7 **Child Protection Hotline** – means the 800 number acts as a 24-hour hotline and a central point of entry for calls to DCFS regarding the possible abuse and/or neglect of children in Los Angeles County.

Professional staff evaluate all calls and assess the level of endangerment, obtaining factual information regarding a specific incident to generate a referral for investigation, if appropriate.

- 3.8 **Child Welfare Services/Case Management System (CWS/CMS)** – means the statewide computer system automating the functions of county child welfare offices. CWS/CMS allows for a centralized statewide system that allows state or county child welfare workers to share information on child abuse cases.
- 3.9 **Children’s Social Worker (CSW)** – means an employee of DCFS who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 3.10 **CONTRACTOR Program Director (CPD)** – means the CONTRACTOR’S designated staff person who shall be responsible for daily management of contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 3.11 **Core Practice Model** - shall be defined as the shared foundations of practice developed by DCFS, Department of Mental Health and Probation Department that guide a family and community as detailed in Exhibit A-1.
- 3.12 **COUNTY Program Manager (CPM)** – means the County’s designated staff person who will be responsible for administering this contract and the daily management of this contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the contract, and the delivery of services.
- 3.13 **County Welfare Directors Association (CWDA)** - means a nonprofit association representing the human service directors from each of California’s 58 counties. The Association’s mission is to promote a human services system that encourages self-sufficiency of families and communities, and protects vulnerable children and adults from abuse and neglect.
- 3.14 **Emergency Response** – means the program within DCFS that responds to referrals and investigates allegations of child abuse and neglect.
- 3.15 **eReport System** – means the internal technical program or application where online reports are queued after reporters submit an online child abuse report through the CARES system. This system is utilized by Hotline staff to review and process online child abuse reports received.
- 3.16 **Evaluated Out** – means a referral that does not require an in-person investigation. These reports are considered non-emergent.

- 3.17 **Hotline CSW** - means an employee of DCFS whose primary assignment is to receive and assess all incoming telephone calls of child abuse and neglect for Los Angeles County.
- 3.18 **Immediate Response (IR)** – means the assigned CSW must initiate the response at the first possible opportunity and no later than 5:00 p.m. on the same day the referral was received by the DCFS Child Protection Hotline. IRs assigned to an Emergency Response Command Post CSW must be initiated at the first possible opportunity and prior to the end of his or her shift. IRs are emergent reports of child abuse and neglect.
- 3.19 **In-Person Investigation or Contact** – means a face-to-face response by an emergency worker skilled in emergency responses for the purpose of determining the potential for the existence of any condition(s) which places the child or any other child in the household at risk and in need of services and which would cause the child to be a person described in Welfare and Institutions Code Section 300(a) through (j).
- 3.20 **Online Mandated Reporting Pilot Program** – introduced by CDSS to allow the Child Welfare Services (CWS) agency in participating counties to test the concept of an online reporting system for the following specified mandated reporters: law enforcement, social workers and educators (teachers, counselors, school administrators). These select mandated reporters may use the internet-based reporting in lieu of the initial telephone report and will not need to submit the required written follow-up report (Suspected Child Abuse Report Form SS 8572). As provided in PC section 11166.02 (a)(2) and W&IC section 10612.5 (b), CDSS will oversee and administer the pilot program. The Online Pilot Program remains in effect until January 1, 2021, unless another statute extends or deletes that date. The CDSS may conclude the Online Pilot Program of an individual county prior to January 1, 2021, if the evaluation and monitoring indicate the pilot program is compromising the safety of children.
- 3.21 **Referral** – means a referral, which alleges child abuse, neglect, or exploitation as, defined by Penal Code Section 11165 et seq. and Division 31 regulations. A referral includes at a minimum one reporter making at least one allegation of abuse or neglect concerning at least one child victim, and a named or unnamed perpetrator. An emergency response referral does not include inappropriate inquiries such as those regarding aid payments, Medi-Cal cards, etc. Referrals are designated as "Immediate Response," "Within Five Days," or are "Evaluated Out" by the Child Protection Hotline based on criteria established in state regulations.
- 3.22 **Service or Services** - shall be defined as the CONTRACTOR'S obligations under this contract to perform the services specified therein.

- 3.23 **Service Period** – shall mean the duration of approved services that commence with the initial start date through the end date, and the hours child care services are needed.
- 3.24 **Statement of Work (SOW)** – means the defined project-specific activities and deliverables for the pilot program.
- 3.25 **Subsequent Referrals** - means any referral received via the online reporting system after an initial referral made either by phone or the online reporting system.
- 3.26 **Supervising Children’s Social Worker (SCSW)** – means an employee of DCFS who supervises the CSW and performs a wide range of professional and administrative services.
- 3.27 **Telephone Reports** – means the child abuse or neglect reports received through the Child Protection Hotline’s toll free number made through a verbal report.
- 3.28 **Timely Response** - means an in-person response to all referrals shall be initiated by the assigned CSW at the first possible opportunity or no later than 5:00 p.m. on the same day the referral was received by the DCFS Child Protection Hotline for IR referrals and no later than 5:00 p.m. on the 5th business day following the receipt of the referral (counting the day the referral was received by the DCFS Child Protection Hotline as day one) for 5 Day referrals.

4.0 PILOT PROGRAM GOALS

The goals of the Online Mandated Reporting Pilot Program are as follows:

1. Increase the Department’s responsiveness to child safety concerns;
2. Provide a convenient and user-friendly platform for mandated reporters to report non-emergent child abuse;
3. Overall improvement and efficiency for the Child Protection Hotline.

PART B: TARGET DEMOGRAPHICS

1.0 CHILDREN SUSPECTED OF BEING VICTIMS OF ABUSE AND NEGLECT

- 1.1 Over the years, the number of child abuse calls made to the Child Protection Hotline has continued to increase. The Hotline received 218,918 calls in 2016 compared to 179,044 calls received 10 years prior in 2006, which is a 22% increase.

- 1.2 The increase in call volume is attributed to media influences, the passage of SB39 requiring the release of child fatality records, and new populations of children added to DCFS' responsibility.
- 1.3 Hotline CSWs are responsible for receiving and assessing all incoming telephone calls of child abuse and/or neglect for Los Angeles County 24/7 (8,760 hours per year), including all holidays and weekends
- 1.4 70% of referrals are generated from reports of child abuse by mandated reporters. The largest number of referrals is a result of reports made by law enforcement and school personnel.
- 1.5 The CARES system is expected to reduce the number of calls the Hotline receives, enabling emergent calls to be answered more quickly and efficiently. Those non-emergent reports made online can be assessed throughout the course of the workday when the call volume is at a manageable level.

PART C: COUNTY'S RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

- 1.1 The CPM, will be responsible for administering this contract and the daily management of this contract's operations, monitoring activities, compliance with the requirements of the contract and the delivery of services.
 - 1.1.1 The CPM shall have a designee who acts on behalf of the CPM, in their absence. The CPM and designee are identified in the County's Administrative Contact Information sheet (Exhibit A-5) of this SOW.
 - 1.1.2 Overall project coordination shall be between the CONTRACTOR CPM and the CPD.
 - 1.1.3 The CPM (or designee) shall have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this contract and providing technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.
 - 1.1.4 The CPM (or designee) shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.
 - 1.1.5 The CPM (or designee) is not authorized to make any changes to the terms and conditions of this contract and is not authorized to

obligate the County in any way whatsoever beyond the terms of this contract.

2.0 MONITORING

- 2.1 The County shall monitor the CONTRACTOR, including but not limited to a review and audit for compliance with this contract, SOW, and all applicable laws and regulations pertaining to the Online Mandated Reporting Pilot contract.
- 2.2 The County shall also monitor areas that include but are not limited to the following:
 - 2.2.1 Quality assurance review;
 - 2.2.2 Interviews of CONTRACTOR staff;
 - 2.2.3 A review of the CONTRACTOR'S personnel files, time cards, training hours, etc., for all SUBCONTRACTORS working on this contract.
- 2.3 The CONTRACTOR shall make all SUBCONTRACTOR records available for the County to review upon request.

PART D: CONTRACTOR'S RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

- 1.1 The CONTRACTOR shall designate a CPD who shall be responsible for daily management of contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 1.2 The CPD shall have a designee who acts on behalf of the CPD, in their absence. The CPD and designee are identified in the CONTRACTOR'S Management Contact Information sheet (Exhibit A-4).
- 1.3 The CPD shall be responsible for CONTRACTOR'S day-to-day activities as related to this contract and shall coordinate with the CPM on a regular basis.
- 1.4 The CPD is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this contract.
- 1.5 The CPD shall not schedule or conduct any meetings or negotiations under this contract on behalf of the County or DCFS.

- 1.6 The CPD shall be responsible for the CONTRACTOR'S overall activities as related to this contract, such as determining the effectiveness, validity in assessing safety, and the overall quality of service of the pilot program for the duration of the program and any responsibilities that are connected to fulfilling the obligations within this contract. The outcome measures should assist with determining the overall improvement and efficiency in call volume to the Child Abuse Hotline for non-emergent referrals.

2.0 SCOPE OF EVALUATION

The Evaluation Plan shall consist of three parts that will include pre- and post-assessments.

- 2.1 The first part of the Evaluation Plan consists of CONTRACTOR efforts to:
 1. Determine the effectiveness, validity in assessing safety and the overall quality of service of the pilot program for the duration of the program;
 2. Analyze survey results of CARES users. DCFS staff will collect the surveys completed by mandated reporters that have filed an online child abuse report through the CARES system. CONTRACTOR will analyze the results including focus interviews with users; and
 3. Review of other online child abuse reporting systems and general comparisons of the CARES system.
- 2.2 The second part of the Evaluation Plan includes ongoing monitoring of the outcomes to ensure that safety requirements of children are met. CONTRACTOR will recommend adjustments along the way as information becomes available to build a more effective program.
- 2.3 The third part of the Evaluation Plan includes measuring the impact of the pilot efforts by including the impact on the Child Protection Hotline to improve overall efficiency. CONTRACTOR shall analyze data and produce documentation of any improvements or deficiencies as a result of the pilot, based on the following information provided by the COUNTY:
 - 2.3.1 The number of reports provided by telephone and any increase or decrease in the usage of telephone reports;
 - 2.3.2 The number of reports provided through the internet-based reporting system and any increase or decrease in usage of the system;

- 2.3.3 Any increase or decrease in the number of emergency or non-emergency telephone reports;
- 2.3.4 Any increase or decrease in the overall number of emergency or non-emergency reports (both telephone and online);
- 2.3.5 Timely response between the receipt of the online report and the initial in-person contact of the Emergency Response social worker;
- 2.3.6 Time between the online report being received and assignment to the regional office;
- 2.3.7 Number of reports made online that were partially and fully completed;
- 2.3.8 Number of subsequent referrals received for the same child(ren);
- 2.3.9 Number of online reports that required a ten day response versus those that were evaluated out; and
- 2.3.10 Number of online reports that could not be completed due to an immediate response being required.

CONTRACTOR shall determine the effectiveness, validity in assessing safety and the overall quality of service of the pilot program. COUNTY, in collaboration with CDSS and CWDA, has determined the outcome measures to be monitored by the CONTRACTOR. The outcome measures should assist with determining the overall improvement and efficiency in call volume to the DCFS Child Protection Hotline for non-emergent referrals.

3.0 REPORT REQUIREMENTS

CONTRACTOR shall submit the following report(s):

3.1 QUARTERLY REPORTS AND PROCESS EVALUATION

Under the requirements of this SOW, the CONTRACTOR shall provide evaluation services and written reports:

- 3.1.1 CONTRACTOR shall develop and provide quarterly reports based on data provided to inform the specified outcome measures to DCFS or designee within 30 calendar days of the date marking the quarter (unless otherwise specified) via email.

- 3.1.2 CONTRACTOR shall include in the quarterly reports data related to the pilot process such as, but not limited to: 1) pilot implementation; 2) service quality; 3) online reporting practices.
- 3.1.3 CONTRACTOR shall develop and provide a process evaluation to determine how the pilot is being implemented and the degree to which ongoing practice remains faithful to the original model without compromising child safety and to incorporate ongoing innovations into the continuous improvement of that model.
- 3.1.4 CONTRACTOR shall actively participate in evaluation activities. Said evaluation activities include, but are not limited to, the collection and sharing of data on:
 - 3.1.4.1 Process measures
 - 3.1.4.2 Pilot implementation
 - 3.1.4.3 Service quality
 - 3.1.4.4 Outcome measures
 - 3.1.4.5 Child safety
- 3.1.5 CONTRACTOR shall develop fact sheets and research briefs upon request throughout the year of the pilot program to inform legislators, funders and other interested organizations.
- 3.1.6 DCFS and CDSS will review the Quarterly reports and communicate with CONTRACTOR regarding any concerns. CONTRACTOR shall respond to their concerns and/or requests within five business days.

3.2 OUTCOME EVALUATION REPORT

An outcome evaluation shall address successes, areas for improvement, unintended and/or unanticipated consequences, and outcomes achieved shall be used to examine the effectiveness and efficiency of the online reporting system while maintaining child safety.

- 3.2.1 CONTRACTOR shall develop and provide an outcome evaluation report based on data provided to inform the specified outcome measures to DCFS or designee within 30 calendar days of the date marking the pilot year (unless otherwise specified) via email.
- 3.2.2 COUNTY will develop a mandated reporter satisfaction survey to be administered via a survey link on the online mandated reporting system to users to be completed on a voluntary basis. CONTRACTOR shall complete a survey analysis and incorporate its findings in the outcome evaluation report.

- 3.2.3 DCFS and CDSS will review the report and communicate with CONTRACTOR regarding any concerns. CONTRACTOR shall respond to their concerns and/or requests within five business days.
- 3.2.4 CONTRACTOR shall perform other duties as requested by the COUNTY.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 EDUCATION AND EXPERIENCE

- 4.1.1 Master's degree or higher from an accredited university, preferably with specialization in the field of the behavioral or social sciences or the equivalent – AND two (2) courses in advanced Statistics or Biostatistics;
- 4.1.2 Five (5) years post-master research experience in evaluation, quantitative and qualitative research design, and analysis of research projects in a behavioral or social science field;
- 4.1.3 Three (3) years of experience as a project manager in a research, consulting, or social service environment;
- 4.1.4 Demonstrated experience with project planning, project direction, fiscal management, client relationships, staff supervision, report preparation, oral presentations, and proposal development.

4.2 KNOWLEDGE AND SKILLS

- 4.2.1 Required proficiency in SAS/SPSS/Stata/R and statistical analysis methods;
- 4.2.2 Experience with experimental and quasi-experimental research and evaluation designs and methods;
- 4.2.3 Experience with qualitative analysis software such as ATLAS.ti, NVivo and/or Dedoose;
- 4.2.4 Experience conducting evaluation and research writing in academic and applied contexts;
- 4.2.5 Experience in project management including monitoring multiple timelines, deadlines, and budgets;
- 4.2.6 Experience using online survey management platforms (i.e., SurveyMonkey, Survey Gizmo, Qualtrics);

- 4.2.7 Experience developing evaluation forms, surveys, and focus group and interview protocols;
- 4.2.8 Strong Microsoft Word skills, excellent writing, editing, and proofreading skills;
- 4.2.9 A solid work ethic, dependable, focused;
- 4.2.10 Outstanding organizational and time management skills, detail orientated;
- 4.2.11 Able to seek out resources to locate and analyze data from secondary data sources;
- 4.2.12 Able to provide leadership, mentoring, direction, supervision, and training to evaluation associates and assistants;
- 4.2.13 Able to lead a team, delegate responsibilities, and hold others accountable;
- 4.2.14 Able to work independently to plan project tasks in advance and identify steps leading to project completion;
- 4.2.15 Excellent communication and interpersonal skills.

5.0 RECORD KEEPING

- 5.1 CONTRACTOR shall maintain all data and records specific to this program in a locked and secure place and maintain confidentiality of the records.
- 5.2 All the data and records collected by the CONTRACTOR shall be provided to the CPM upon request and at the conclusion of the contract period.

6.0 QUALITY ASSURANCE PLAN AND MONITORING

- 6.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy must be provided to the CPM on the contract start date and as changes occur with the approval of the CPM. The original QAP and any revisions thereto shall include but not be limited to the following:
 - 6.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the SOW.

6.1.2 Methods for ensuring uninterrupted service to COUNTY in the event of any potential disruption in the successful implementation of this contract.

PART F: PERFORMANCE OUTCOME MEASURE SUMMARY

1.0 Performance Outcome Summary

SERVICE CATEGORY TARGET GROUP			
Mandated Reporters utilizing the Child Abuse Reporting System (CARES) to make a non-emergent child abuse and neglect reports through the online portal.			
DCFS OUTCOME	OUTCOME PERFORMANCE INDICATOR	PERFORMANCE TARGET	MONITORING METHODS
Goal(s): <i>CHILD SAFETY</i> Reduction in the number of in-person reports Reduction in the number of re-referrals Reduction in the number calls made to the Child Protection Hotline	1. CONTRACTOR shall document metrics on: a. Number of calls to the Child Protection Hotline b. Number of Immediate Responses generated c. Number of online reports made d. Reporting party	100% adherence to County requirements as stated in this contract	Quarterly Reports
<i>CLIENT SATISFACTION</i> Increase in the number of mandated reporters using the online reporting system Overall positive satisfaction with using the online reporting system Reduced number of technical-related issues with using the online reporting system	2. CONTRACTOR shall document efforts made to follow up with the reporting party 3. CONTRACTOR shall collect and analyze data gathered from the client satisfaction survey 4. CONTRACTOR shall follow up with users of the online reporting system on any technical issues related to system usage and report submissions within 24 hours	90% overall satisfaction rate	Client Satisfaction Survey

The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

*Los Angeles County
Shared
Child Welfare/
Mental Health
Core Practice Model
September 2012*



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Overview: Why a Core Practice Model is Important

As part of our enhanced collaborative efforts to improve the quality of child welfare and mental health services, the Los Angeles County Departments of Children and Family Services (DCFS) and Mental Health (DMH) have come to an understanding

that we need to develop and implement a shared and consistent approach to working with families and children/youth. The two Departments have committed to a shared Core Practice Model (CPM), which requires substantive systemic and practice changes, to integrate services, supports and trauma responsive approaches. A fusion of practice principles from child welfare and mental health is required to ensure that the underlying needs of children, youth and their families are identified and that individualized, intensive home and community-based services and both formal and informal supports are identified to meet the child's/youth's individualized needs. The method to meet those needs is focused on building child/youth, parent, relative and foster family strengths so they might grow together in safety, with health and life-long support and in life-long families.¹ Thus, the identified team members, formal and informal, can participate and contribute in identifying the child/youth and family's strengths, underlying needs and define their role in the child and family team to meet the child's/youth's needs (The Child Welfare Policy Practice and Group, Montgomery, Alabama).

This CPM is the articulation of the "best thinking" from the Departments' shared values, principles, and vision for practice in Los Angeles County. The blending of practice principles from child welfare and children's mental health is organized around four elements from a system of care approach: **Family Strengths/Child Needs-Based Approach** is when services are driven by the needs of the child/youth and family and are addressed through a partnered strengths-based and trauma responsive approach. **Multi-Agency Collaboration in the Community** implies that the locus and management of services should occur in a multi-agency collaborative team and are grounded in a strong community base. **Teaming** involves building and strengthening the child/youth and family support system, whose members meet, communicate, plan together, and coordinate their efforts to address critical issues/needs. **Cultural Responsiveness** ensures that the supports/services offered, the agencies and family supports participating, and programs generated are responsive to cultural context and characteristics of the family, and their possible experience and exposure to trauma is subjective and individualized.

The target population entering through Los Angeles County Child Welfare and Mental Health systems have often experienced acute, chronic and complex trauma. There are a variety of traumatic categories including Acute Traumatic Stress Post Traumatic Stress, Trauma Grief and Developmental (Complex) Trauma. As a result, children, youth and families experience a variety of functional, social, and emotional problems and trauma responses. These children/youth and families may be organizing their lives around reliving and warding off traumatic memories, reminders and affects. Oftentimes, these behaviors are labeled in an unfavorable manner by our departments. Therefore, creating a "trauma lens" is imperative to understanding and translating these behaviors and symptoms into underlying needs specifically related to trauma.

¹ Los Angeles County Vision and Practice Principles, 2008

The purpose of an effective CPM is to define how practice in DCFS and DMH will be effective to both engage families, and identify the activities and supports that will guide our practice in partnership with communities and families.² We identified a CPM which focuses on outcomes for families, rather than compliance, and guides practice to achieve the three **Adoption Safe Family Act** outcomes - Safety, Permanence and Child and Family Well-being.³

Our practice model defines organizational excellence, operationalizes standards of practice, and identifies ways in which best practices can help the field understand and address the root causes of disparities and maltreatment that exists in child/youth and family outcomes. It is one of three fundamental change efforts that will move us forward to improve the quality of services provided by both Departments and their contracted service providers, and will enhance our collaboration with families, community partners, and other stakeholders. It will become "the way we work in partnership with children/youth and families." The objective of the CPM is to promote consistent best practices that are guided by values and principles, therefore, increasing the likelihood of positive outcomes for children, youth, families and our community.⁴ The other two fundamental elements of this practice improvement adaptation are the development and delivery of Coaching and Mentoring Skills Enhancement and the creation of our Quality Services Review (QSR) process, which will measure the effectiveness of how we implement the CPM.

Practice models that are anchored by principles of engagement, teaming, assessment and individualized planning are based on best practices principles that have been in use for decades. Outcomes for children improve when these practices are employed as performance expectations supported by training, coaching and supportive system realignment. It is the Child Welfare Group's experience that where such practice models are implemented with fidelity system-wide, there are improvements in outcomes. The Shared Core Practice Model also mirrors the Wraparound practice model, which has a documented record of improving outcomes.

Paul Vincent, Lead, Katie A. Advisory Panel

There is abundant "practice based evidence" that family-centered, strengths-based, solution-focused, outcome-oriented, team-driven practice works in frontline case practice. At this point, major randomized control group studies have not been conducted to "prove it" -- and may never be conducted because a child welfare agency cannot put kids and families in urgent need in a randomized control group.

Dr. Ray Foster, Consultant, Human Systems and Outcomes

² Positioning Public Child Welfare Guidance, 2009

³ Portfolio and Training Guide for New CSWs, 2005

⁴ Blueprints Center for the Study and Prevention of Violence website:
<http://www.colorado.edu/cspv/blueprints/>

The Core Practice Model

The CPM encompasses the child welfare services mission and vision for best practice and goals (as well as the DCFS' practice approach toward meeting these goals) and guiding principles developed in partnership with DMH. The model delineates the continuous set of activities performed by DCFS staff, mental health practitioners and county contracted providers in the five key practice domains: *Engaging, Teaming, Assessing, Planning & Implementing, and Tracking & Adapting*, while relying on common knowledge from the legal and professional foundations of child welfare practice and a trauma responsive approach. In addition, the CPM incorporates a new concept known as the *Long Term View*. The long term view is the degree to which there are stated, shared and understood safety, well-being and permanency outcomes and functional life goals for the child/youth and family. These goals should clearly specify the protective capacities, desired behavior changes, sustainable supports and other accomplishments necessary for safe case closure. In a broad sense, having a *long term view* of a better life enables the child/youth and family and those helping them to see both the next step forward and the end-point on the horizon-thus providing a clear vision of the path ahead⁵.

The CPM and the QSR are designed to co-evolve together as the practice model emerges and unfolds over time. As the standard of practice advances, the QSR will be refined to reflect these advancements. Future core competencies and practices will include trauma-responsive approaches, healing supports, the inclusion of best and promising treatment practices that will address child/youth developmental stages to ensure appropriate interventions are made when addressing the child or youth's unmet needs.⁶ The CPM provides a *conceptual foundation* for the practice indicators contained in the QSR protocol. The values, principles and functionalities of processes considered to be *best practice* provide the basis for the practice indicators contained in the QSR protocol.⁷

Vision for Shared Practice

- Children/Youth are first and foremost protected from abuse and neglect and maintained safely in their own homes.
- Services and supports build on the strengths and power of the child/youth and family.
- Services and supports are individualized and tailored to address the unmet needs of each child/youth, family and caregiver.

⁵ Human Systems and Outcomes, Inc., 2010

⁶ Trauma Among Youth in the Juvenile Justice System, 2007

⁷ Leading Practice Developer – Human Systems and Outcomes, Inc., 2010

- Services are delivered in a fair and equitable manner through a multi-agency collaborative approach that is grounded in a strong community base.
- Family voice, choice, access and preference are assured throughout the process.
- Services incorporate a blend of formal and informal resources as the family's circle of support designed to assist them with successful transitions that ensure long-term success.
- Services are culturally responsive and respectful of diversity, including individual beliefs and values.
- Services are trauma responsiveness and respectful of the broad range of children's/youth's potential reactions to trauma and loss.
- Services and supports are provided in the child's/youth's and family's community.
- Children/Youth have permanency and stability in their living situations.
- Honesty, transparency and trust guide the work with children/youth and families.

We believe that the implementation of this CPM will over time, safely reduce the number of children/youth entering the child welfare system as well as improve the care and outcomes of those that do. It will require strong teamwork between departments, with the children/youth and families entering the child welfare system, caregivers, contracted agencies, as well as, our community, and a willingness to look at institutional biases and personal values that may interfere with effectively serving families. Exceptional leadership and staff will need to expand awareness and think critically to guide policy, support effective implementation and identify desired outcomes as part of practice model development. We know that accountability at all levels of service will contribute to successful results.

In addition, ongoing trainings along with coaching and mentoring will assist with enforcing the trauma lens with staff in both the child welfare and mental health systems. Trainings will assist staff in recognizing their own compassion fatigue and vicarious trauma. Leadership and management will consider the level of distress and compassion fatigue that staff feel in working with traumatized children/youth and families and its impact on health and productivity. Management will promote self-care, and build resources to help staff, help themselves. Coaches will help supervisors and staff with translating hunches around the child's/youth's trauma-related and needs into ideas as to how to meet the child's/youth's needs. New meaning will be created about the child/youth and family's trauma history and experience. Psychoeducation regarding trauma related needs will be provided to the child and family team to increase their understanding and explore ideas on how the team can meet the child/youth and family's trauma related needs.

Guiding Principles & Practice Standards

We Believe In...



Child Protection & Safety

Principle: All children and youth have the right to live in a safe environment, free from harm, abuse and neglect.

- Children/youth's physical and emotional safety is vital.
- Infants and children/youth have the right to be part of a safe family both in home and out of home care.
- Children/youth have the right to opportunities that encourage healthy development.
- Children/youth have the right to be free from exploitation.
- Children/youth have the right to an environment that promotes mental and physical health.
- Children/youth have the right to share their experiences with trauma and loss.
- Children/youth have the right to describe factors that increase their sense of safety and protection.

***Practice Standard:** Children/Youth who are neglected or abused will receive immediate and thorough assessments leading to decisive and immediate action to ensure their sense of safety and increase their protective factors.*



Child Focused Practice

Principle: Assessments and case plans that focus on strengths as well as a child's/youth's underlying needs provide the best guide to effective intervention and lasting change.

- Include children/youth in assessment/case plan development whenever possible and ensure that the relationships, goals and wishes that the child/youth has shared are being supported.
- Create individualized assessments/case plans that address the specific underlying needs of the child/youth.
- Be aware of the broad range of children's/youth's potential reactions to trauma and loss to complete a competent assessment of the client's strengths, underlying needs and implement effective interventions.
- Ensure that we use language that the child/youth understands and frequently check in on communication styles and terms.
- Children/Youth in placement will be provided with the support needed to permit them to achieve their educational and vocational potential with the goal of improving their future well being.
- Children/Youth will receive adequate and timely medical and mental health care that is responsive to their needs.
- Children/youth deserve to be heard and understood.

Practice Standard: Children/youth will be actively involved in the assessments/case plans that identify strengths, protective capacities, underlying needs as well as risk factors. These comprehensive assessments and case plans will inform all plans and provision of services and supports.



Family Centered Practice

Principle: We recognize that all families have unique strengths and their voice and choice is critical in making decisions about their children's physical and emotional well being and when empowered, can best meet their children's needs.

- Families can and do change.
- Families deserve to be engaged in an honest and respectful manner.
- Families have a right to culturally appropriate services, trauma responsive services, supports and interventions that strengthen their protective capacities, recognize trauma-related symptoms and challenges, reduce risk, and create long lasting change.
- Healthy families are essential to a child's/youth's development and are the primary source of nurturing and protection for the child/youth.
- Families are central partners in assessing their needs, describing their trauma history and experience, exploring solutions, and making recommendations and decisions to support the child's/youth's well-being.
- Utilize a support person (formal or informal) identified by the family to assist them in advocating for their own needs and identifying potential solutions that validates the family's experience.
- A "family" is defined largely by its members, including mothers, fathers, and other significant individuals who may or may not be related to or currently involved in the child's or youth's life.
- Mothers, fathers, family supports, relative caregivers, as well as non-related caregivers, deserve support and respect in their efforts to nurture their children.
- The first choice of placement for children and youth is with family members and siblings; however, when they are not placed with family members or siblings, maintaining those relationships through appropriate visitation in a natural setting remains essential to achieving desired outcomes.

Practice Standard: Plans, services, and supports will be strength-based, needs-driven, and individualized. Plans and

services will build on the family's existing strengths in order to meet identified needs, reduce risk and increase protective capacities. Siblings will be placed together; when this is not possible or appropriate, siblings will have frequent visitation opportunities.



Strengthening Child & Family Well-Being and Self Sufficiency

Principle: To strengthen Child/Youth and Family well-being, plans, services, and supports must build upon family strengths. They must be individualized, well planned and include well-matched community resources and partners for both families and care givers.

- Engaging families in a respectful and honest manner promotes participation that focuses on and supports strengths.
- Families deserve every opportunity to have their culture and unique strengths affirmed as they become key players in developing goals related to safety, permanence, and well being.
- Effectively working with the family requires understanding and applying relevant information to casework and decision-making processes using the family's cultural lens and trauma responsive lens.
- Strengths emerge from establishing trust and from building partnerships among the family, community, providers, and the public child welfare system.
- Continually assess, arrange and structure culturally appropriate activities in the most natural environment possible that supports the child/youth and parent/child relationship.

***Practice Standard:** Planning and implementation of the plan will be designed to achieve the goals of safety, permanency, and well being. Plans will specify steps to be taken by each member of the child and family team, timeframes for accomplishment of goals and concrete actions for mentoring progress.*



Community-Based Partnerships

Principle: Children/Youth and Families involved with community-based formal and informal supports sustain family strengths and increase the safety of children and youth.

- Families deserve coordinated services in which all the agencies working with them share similar values and team with one another to provide a seamless array of services.
- Work with families includes partnering with natural neighborhood supports, schools, faith-based and other cultural community supports that the family identifies.
- Identifying and strengthening formal and informal supports empowers children/youth and families.
- Community partnerships need to include access to adequate resources for caregivers and families.
- Service providers and community resources are responsible for being a part of the family team and should reflect the diverse needs of the children/youth and families we serve.
- Service providers and community partners need to provide services using a cultural sensitive and trauma responsive lens reflecting the unique needs of each family.
- Families who maintain a healthy interdependence with extended family, friends, spiritual organizations, cultural and community groups, school, agencies, and the natural environment are more successful at sustaining their strengths and protective capacities allowing them to keep their children in a safe and permanent living situation.
- Exploring, valuing, and connecting families to an array of service supports, cultural practices and traditions, can assist them with their ongoing needs by extending their circle of support.

***Practice Standard:** Providing services and supports in the communities in which families live make it more likely that these formal/informal supports will be more relevant and accessible to the family*

in turn creating long lasting change while at the same time keeping children and youth safe.



Permanent, Lifelong, Loving Families

Principle: All children and youth are entitled to enduring family relationships that provide a sense of stability and belonging, and a sense of self, and will respect the child/youth's past, present and future.

- Ensure that every child/youth has a lifelong, loving, family by partnering with all family members and caregivers to develop and support safe family relationships and multiple paths to permanency.
- Every child/youth and family should have a shared understanding of their safety, well-being and permanency goals and the time frames for achieving safe case closure.
- Consistently and repeatedly partner with the child/youth, birth parents, extended family, caregivers and community supports in solution and outcome focused planning and decision making.
- Reunification is the initial permanency goal, exclusive of extreme circumstances. Reunification should occur as soon as implementation of in-home services can ensure safety, with on-going services addressing underlying needs and risk factors and their healing process.
- When reunification is not possible, we work to place children and youth with a family member and to achieve legal permanence through adoption or guardianship.
- If family members are unable to provide a permanent home, we work toward adoption by a qualified, licensed pre-adoptive home.
- When we have exhausted all efforts toward legal permanence, we work to ensure each child/youth has a permanent, mutually agreed-upon connection with at least one committed adult who is safe, stable and able to provide love, unconditional commitment, and lifelong guidance and support.

Practice Standard: Life-long connections are critical for children/youth. Permanency planning begins at first contact and we proceed with a sense of urgency until permanency is achieved.



Cultural Responsiveness

Principle: The cultural, ethnic and spiritual roots of the child/youth and family are a valuable part of their identity and provide important strengths, resources and natural supports.

- Families are diverse and have the right to respect for their economic, ethnic, racial, cultural, and religious experiences and traditions regardless of gender, gender-identity, sexual orientation, age, or physical disability.
- Cultural exploration and awareness of the ethnic roots and social context includes the lived experiences of both the family and child/youth.
- Children, families, cultures and subcultures are diverse and they all experience trauma differently regardless of their age, gender-identity, ethnicity, sexual orientation or physical disability. Response to trauma is a unique experience.
- A “Traumatic Event” is defined and experienced differently by everyone: the child/youth, family, caregiver and community.
- Understanding diversity and approaching others without assumptions helps us inquire and learn about the families we are working with and their values, beliefs, culture and traditions.
- We serve children, youth and families in a manner that respects, supports, and strengthens their identities.
- We understand that normal is different for everyone and take necessary steps to understand what “normal” is for the family, culture and community.
- Children and youth in kinship care as well as foster care deserve continuity of their culture and traditions.
- We expand our awareness and understanding of institutional and personal bias.

Practice Standard: The Departments will ensure its staff and community partners understand and serve children/youth and their families within the context of their unique cultural

experiences, which includes beliefs, values, race, ethnicity, history, religion, and language.



Best Practice and Continuous Learning

Principle: The Departments embrace an environment of shared commitment, accountability, continuous listening and learning. Our staff, partners, and the children/youth and families we serve provide a wealth of information to help better serve children/youth and families.

- Staff will stay abreast of and utilize culturally-appropriate, trauma responsive, evidenced-based and promising practices.
- Services will be provided by committed, qualified, trained, and skilled staff that is aware of the cultural factors and trauma factors that impact safety, permanency and well-being.
- Supports and services for children/youth and families are sensitive and responsive to the trauma and loss they may have experienced.
- Staff will be provided with ample opportunities for continuous learning via coaching and in-service trainings.
- Exploring positive growth and change observed in families can assist them in building on their strengths for future growth.
- Child/youth, family and community input are essential to the continuous learning process of the departments and agencies involved.
- Evaluating the quality of services, family, and system level outcomes is a continuous activity that will assist in the improvement of outcomes for children/youth and families.

Practice Standard: *We will remain committed to changing the current system to reflect our growth as departments providing critical services to children/youth and families in a culturally and trauma responsive manner.*

Core Elements of Practice



Key Activities

Core Elements of Practice

ENGAGING

Engagement is the process of relating with the child/youth, mother, father, extended family, primary caregiver, and other team members for the purpose of building a genuine, trusting and collaborative working relationship. Engagement is based on honesty, unconditional positive regard, and respect for diversity. It involves an inclusive planning and exploration process and ability to understand and work through conflict related to participating in services. Face-to-face meetings, telephone conversations, and letters are all opportunities to encourage and maintain engagement.

⁸

Engagement is an essential part of strength and needs-based practice that is culturally responsive. It involves staff developing positive rapport and effective working relationships with children/youth and families to bring them in as full partners in case planning and goal accomplishment. It also involves using inquiry and mutual exploration with the family to find, locate, and learn about other family members and supportive relationships with children/youth and families within their community. The quality of the relationship is the single most important foundation for engaging the child/youth and family in the process of change. Children/Youth and families are more likely to pursue a plan for course of action that they have a voice and choice in designing. Strategies for engagement may vary, depending on the length of time a case has been open and the permanency plan for the child/youth.⁹

Engagement is not a one-time effort to build rapport at the beginning of a case but an ongoing process of staying delicately in step with a child or youth and his/her family in a cultural/community context throughout their involvement with the child welfare system. It includes:

- Being sensitive to the degree of change observed in families and responding appropriately.
- Periodically incorporating new members, including family members who have not yet participated, into the team.
- Reassessing and adjusting the case plan to reflect changing circumstances and/or needs.
- Good communication, active listening skills, and genuine caring.
- Knowledge of and respect for differences among individuals, families and communities with awareness of cultural contexts.

⁸ DC Child and Family Services Agency, Out-of-Home Practice Model, 2009b

⁹ DC Child and Family Services Agency, Out-of-Home Practice Model, 2009a

- Ability to partner with and appreciate individuals and families in the context of their cultures, including ethnicity, religion, nationality and their unique trauma history.
- Willingness to meet with families in their homes or community-based environments that are safe and inviting, as well as, at a time that is convenient for them.
- The use of clinical judgment in determining whether it is appropriate to engage or re-engage family members, especially in cases involving sexual or physical abuse that resulted in criminal charges.
- Actively pursues and values the perspectives and abilities of families and their communities in all teaming and casework practice.

Core Attitudes and beliefs for successful engagement:

- Openness to authentic communication in which people honestly express themselves and others truly hear them.
- Empathy characterized by understanding and compassion for personal experiences.
- Empathy towards the child/youth's and family's trauma experience and history, and associated factors, when creating a safe and comforting environment for the helping relationship to develop and co-exist.
- Experience in building helping relationships.
- Interpersonal skills that demonstrate genuine interest in and respect and empathy for all children/youth and families and the roles they play in the family.

TEAMING

The Child and Family Team (CFT) is the basis of the Core Practice Model. Every child/youth under DCFS supervision deserves a CFT. Through teaming, the family, the social worker, the clinician, and the other team members have the opportunity to work together in planning, coordinating and decision-making. Decisions with the child/youth and family are more effective when the family is empowered to make decisions. When team members including the child/youth and family have shared ownership in identifying their strengths, unmet needs as well as the interventions that may address these needs, their commitment is more evident. Team members then begin to take responsibility for contributing to the family's outcomes, team members exhibit more effective and functional cooperation as the team works towards addressing safety, permanence, and well-being for the child/youth. In partnership, we will have an understanding of how the child/youth and the family respond to trauma. At its best, teaming embraces family inclusion, supports guidance, and respects diversity of views as well as cultural diversity.¹⁰ The CFT meets and makes decisions

¹⁰ DC Child and Family Services Agency, Out-of-Home Practice Model, 2009d

about what services and supports are needed, how they should be accessed, how to track success of the plan and make individualized adaptations as necessary so that the safety and permanency goals can be achieved. In addition, the team advocates for children/youth and families based on their strengths, resources, and cultural perspectives in order to support them in strengthening their family, meeting their needs, finding their voice, and developing the ability to advocate for themselves. Individual team members can define their role and collectively they can determine how they each will help soothe and meet trauma related needs. Team coordination efforts are essential to addressing the unmet needs of the child/youth and family and it calls for every team member's input, participation and follow through. Clearly defined roles in meeting the child's/youth's unmet trauma related needs are essential in working collaboratively for safe case closure and permanency.

CFTs are useful to gather important information about strengths and needs that contribute to the overall assessment of a family's situation. The team is composed of members who are important to the success of the child/youth and family, both those formally involved and those who provide informal support. The social worker encourages and assists families in building and/or enhancing their own informal circle of support that might include family members, neighbors and friends, and representatives of formal systems, such as schools, counselors, community organizations, domestic violence and mental health care systems, substance abuse prevention and treatment agencies. They also recognize and appreciate the strength and support that a family's community, cultural and other natural relationships can provide, which inspires and insists that the social worker engage not only the family, but the family's entire system of support so that the family can be best served. Social workers coordinate and lead the teaming process of shared decision-making. It is imperative that staff understand and address safety, health, education, culture, spiritual and other family needs through ongoing partnership with family and supportive communities including exploring and responding sensitively to current and historical trauma and loss family members and caregivers may have experienced.

Effective team composition cannot be stagnant; therefore, whenever possible the family should bring in members who are identified as supports to the child/youth and family. The team process needs to evolve as the needs, strengths and strategies of the child/youth and family change. Children/Youth need to have a strong voice in who participates in the team meetings. Youth in foster care who are transitioning to adulthood and are exiting the system tend to be more successful at achieving independence when their strengths are acknowledged and they have an active voice for their own needs. This is due to having established relationships with caring adults who will support them over time.

The needs and vision/long term view of a team meeting determines the participants. Team meetings should occur regularly and especially around changes in placement, goals, team members, or circumstances of the child/youth, or family. Team

meetings are also the vehicle through which regular and ongoing case planning is facilitated. No decisions should be made outside of the team.

ASSESSMENT & UNDERSTANDING

Assessment is essential to addressing the child/youth and family's unmet needs. Assessment begins at the time of engagement. Assessment is a continuous process of gathering and analyzing information that supports sound decision making. The family assessment is an essential part of empowering children/youth and families through the identification of underlying needs, strengths, skills, protective capacities, and motivation for change. We recognize and support the power of individuals and families to speak about their own well-being and self in finding solutions and continuing to grow. We understand that families and children/youth possess strengths they can draw upon to bring about change in their lives. When assessing families, we identify and build up these strengths. Assessments also assist in the process of recognizing that families are partners in decision making as it relates to meeting their needs. Assessments need to be done by the entire family, not just by the social worker and they should explore the underlying causes of child maltreatment or risk of abuse and neglect, and the potential factors that prevent the family from making the necessary changes to keep their children safe. In addition, assessments must include and identify the risk of harm to the children/youth and identify the protective factors of the family. Lastly, assessments should include possible mental health or physical health issues as well as signs of substance abuse, domestic violence and trauma related signs and symptoms.

Effective assessment views the children's/youth's behaviors and symptoms with a trauma response lens. Oftentimes, children/youth experiencing fear, powerlessness, helplessness may be withdrawn or exhibiting aggressive behaviors as a response to their trauma history. The trauma lens will help understand the children's, adolescences' and families' unique response and experience with trauma, therefore, translating the exhibited behaviors to the underlying need behind the behavior.

Effective assessments support team members' decision making as well as lead to crucial understanding of the dynamics of child maltreatment. They also provide and inform the choice of intervention strategies and supports available to the child/youth and family to help the child/youth and family make lasting changes that lead to desired outcomes.

A family assessment identifies and evaluates the current level of family functioning, the current risk to the children/youth of abuse/neglect, the family's protective factors, and the family's strengths and service needs. It is a comprehensive analysis that consists of gathering information about the family from a number of different sources to develop a clear sense of immediate needs that the child/youth and family may be facing. An assessment is necessary for the team to gain a greater

understanding of a family's current and past situation, culture, family dynamics, underlying needs, strengths, protective factors and concerns from all team members' points of view. Finally, the family strengths and needs assessment aids in identifying the most appropriate services to help families overcome the challenges they are experiencing. The family is always at the center and their input must be included in the assessment process.¹¹

PLANNING & INTERVENTION

Case planning is a process that involves developing a road map for moving the child/youth to permanence promptly while also addressing his/her safety and well-being. Effective planning requires the team to support the family in staying focused on key concerns and establishes clear linkages between the identified needs, desired changes, and how family strengths can be used to reach the plan's goals and strengthen the family's protective capacities. Based on the strengths, resources, and perspectives of the families and supportive communities, the team identifies, locates, advocates for and supports healing practices and traditions to address trauma, loss, behavioral health recovery, child safety and other child/youth and family needs. Goals need to be behaviorally specific, culturally appropriate, realistic to the healing process,, time-limited, measurable, and understood by all involved in the planning process.

Planning and intervention require the utilization of a strength-based, solution-focused approach, in which the child/youth and/or family define and monitor goals for them to achieve timely permanence. Case Planning is a dynamic process in which professionals use the strength of their relationships to identify the following:

- Child/youth and family's unique strengths and underlying needs
- Psychological stressors
- Formal and informal supports
- Placement considerations
- Timeliness of services and interventions to be provided
- Quality, frequency and setting of visits between parents and children/youth as well as child sibling visits
- Coping skills for each child/youth and family
- Protective factors of family members to ensure safety and reduce risk

It is critical for the child/youth and family to be consistently involved in case planning. **Case planning involves child welfare practitioners, service providers, and the family's natural supports to work together with the family to design strategies that assist the parent and child/youth in making successful life changes that lead to permanency.** Case plans consist of:

¹¹ DC Child and Family Services Agency, Out-of-Home Practice Model, 2009e

- Child/youth and family strengths and needs, as outlined in the Structured Decision Making (SDM) tools.
- Overarching goals with specific, measurable, achievable, relevant, time-sensitive objectives and steps that support the goals.
- Placement specifications that include, type and length of placement, child/youth and family's preference for placement, as well as identification of friends and extended family members as possible placement options.
- An outline of specific interventions to address unresolved trauma-related needs, risk, safety, and well being and to achieve timely permanence.
- Progress toward achievement of goals and addressing the underlying needs since development of the previous case plan (if applicable).
- A schedule outlining the frequency, quality and location for parent-child and child-siblings visits. Visitation should strengthen the parent-child relationship in a way that supports reunification. It should also take into account trauma history, cultural and community settings whenever possible so that visits occur in natural and safe settings.

TRACKING & ADAPTING

Tracking and adapting is a method to ensure the team's plan is implemented with the necessary people, intensity, and quality and to determine whether services and supports are meeting the needs identified in the plan. This is critical for accountability and achieving the desired outcomes of safety, permanency, and well-being. Day-to-day practice with families and planning for children/youth will include:

- Making decisions and planning based on concerns about the child's/youth's health, trauma history, risk, safety, permanency, and well-being.
- Utilizing teaming and other processes to review the child/youth and family's status, service progress, appropriateness of permanency goals, effectiveness of interventions and supports aimed to assist in the achievement of goals and met needs of the child/youth and family.
- Assure that children/youth are receiving trauma responsive services and/or treatment if they have experienced traumatic experiences and traumatic stress symptoms.
- Verifying that the service plan maintains relevance, integrity, and appropriateness.

- Monitoring that essential needs are being met; goals related to safety, risk of harm and permanency have been achieved.
- Ensuring that plans are modified as goals are met and circumstances change for the family and the child/youth.
- Providing continuous or frequent monitoring, tracking, and communication of the child/youth and family status and service results to the team.
- Ensuring that timely and thoughtful adjustments are made so that achievement of permanency for the child/youth is achieved with little to no interruption.

Every assessment and decision is a product of the work of the social worker and family, and in many cases, inclusive of the collaborative work of both within the context of the family team. A successful plan will meet an identified need, not complete a checklist of services. If supports and services do not appear to meet important identified needs, the team is responsible for refining the plan in a timely manner. Tracking and adapting is an important process for the following reasons:¹²

- The team needs to know what they are doing well, as well as what needs to improve or be done differently.
- Sometimes services or referrals are not meeting the targeted needs and we need to adapt and revise our plans in order to reach permanency in a timely manner.
- Sometimes team members may agree to do something in a meeting that is not realistic for them.
- To reduce the length of time that children/youth stay in care.
- The team needs to ensure that there is follow-through with commitments.
- When little to no progress is being made, it is imperative that the team addresses the possibility of lack of motivation and hope of the child/youth and/or family. Often this leads to children/youth acting out and/or families detaching which has significant and dire consequences for permanency.
- Ongoing understanding of the child/youth and family's unique trauma experience will help the team know how to intervene accordingly.

¹² Community Partnerships for Protecting Children, Community Partnerships Offer a Means for Changing Frontline Child Welfare Practice, 2005

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EDMUND G. BROWN JR.
GOVERNOR

May 17, 2017

ALL COUNTY LETTER (ACL) NO. 17-40

TO: ALL COUNTY CHILD WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL TITLE IV-E AGREEMENT TRIBES

SUBJECT: **ONLINE MANDATED REPORTING PILOT PROGRAM**

REFERENCES: [SENATE BILL \(SB\) 478, CHAPTER 490, STATUTES OF 2015](#);
[PENAL CODE \(PC\) SECTIONS 11166 AND 11166.02](#); [WELFARE &
INSTITUTIONS CODE \(W&IC\) SECTION 10612.5](#); [ALL COUNTY
INFORMATION NOTICE \(ACIN\) NO. I-55-16](#)

The purpose of this ACL is to provide counties with written guidance and directives in the implementation of the Online Mandated Reporting Pilot Program (hereafter referred to as "Online Pilot Program") which was created by SB [478](#), effective January 1, 2016.

BACKGROUND

The California Department of Social Services (CDSS) introduced the Online Pilot Program in ACIN No. [I-55-16](#). The Online Pilot Program currently allows the Child Welfare Services (CWS) agency in participating counties to test the concept of an online reporting system for the following specified mandated reporters: law enforcement, social workers and educators (teachers, counselors, school administrators). These select mandated reporters may use the internet-based reporting in lieu of the initial telephone report and will not need to submit the required written follow-up report (Suspected Child Abuse Report Form [SS 8572](#)). As provided in PC section [11166.02 \(a\)\(2\)](#) and W&IC section [10612.5 \(b\)](#), CDSS will oversee and administer the pilot program. The Online Pilot Program remains in effect until January 1, 2021, unless another statute extends or deletes that date. The CDSS may conclude the Online Pilot Program of an individual county prior to January 1, 2021, if the evaluation and monitoring indicate the pilot program is compromising the safety of children.

REASON FOR THIS TRANSMITTAL

- ☒ State Law Change
- ☐ Federal Law or Regulation Change
- ☐ Court Order
- ☐ Clarification Requested by One or More Counties
- ☐ Initiated by CDSS

EVALUATOR AND OUTCOME MEASURES

Prior to implementation of the Online Pilot Program, the CWS agency must hire an independent evaluator to monitor the implementation of the program. The evaluator should come from a third party organization to alleviate any possible bias or conflict of interest in the monitoring of the program. The evaluator is responsible for determining the effectiveness, validity in assessing safety and the overall quality of service of the pilot program for the duration of the program. The CWS agency, in collaboration with CDSS and the County Welfare Directors Association of California must determine the outcome measures to be monitored by the evaluator. The outcome measures should assist with determining the overall improvement and efficiency in call volume to the Child Abuse Hotline for non-emergent referrals. The measures shall include, but not be limited to the following determinants:

1. The number of reports provided by telephone and any increase or decrease in the usage of telephone reports.
2. The number of reports provided through the internet-based reporting system and any increase or decrease in usage of the system.
3. Any increase or decrease in the number of emergency or non-emergency telephone reports.
4. Any increase or decrease in the overall number of emergency or non-emergency reports (both telephone and online).
5. Timely response between the receipt of the online report and the initial in-person contact of the Emergency Response social worker.
6. Number of reports made online that were partially and fully completed
7. Number of subsequent referrals received for the same child(ren).
8. Number of online reports that required a ten day response versus those that were evaluated out.
9. Number of online reports that could not be completed due to an immediate response being required.

The CWS agency shall provide these outcome measures to CDSS on a quarterly basis, to be scheduled at the time each county who has opted into the pilot program is ready to start operating the online system. The CDSS will monitor the outcomes and the resulting evaluations to ensure that safety requirements of children are met. The CDSS may end the program at any time if its oversight reveals the program poses a risk to the safety of children.

GUIDANCE AND DIRECTIVES

Any allegation of child abuse or neglect requires immediate attention and prompt resolution. Users of the online mandated reporting platform must submit their online referral immediately or as soon as is practicably possible, after an incident of suspected child abuse or neglect is discovered (PC section [11166](#)). The online report should not be used in circumstances that indicate the child is subject to an immediate risk of abuse, neglect or exploitation or that the child is in imminent danger of severe harm or death. The online mandated reporting platform must begin with standardized safety assessment qualifying questions that would redirect the mandated reporter to perform a telephone report in cases where online reporting is not permitted by law.

Mandated reporters should be making reports when there is reasonable cause to suspect child abuse or neglect, regardless of how much detail of the alleged abuse or neglect is known. The online mandated reporting platform will be designed so that the mandated reporter will have to complete all required fields in order to submit the report for review. In situations where the mandated reporter does not have all of the required information, they must immediately call the Child Abuse Hotline and make a verbal report and let the Hotline social worker know that an online report was started and provide the online report number. In addition, current statutory or regulatory requirements regarding timely review, assessment and response to possible abuse and neglect remain in effect and are unchanged by utilization of the Online Pilot Program report (PC section [11166.02](#))

The county's CWS agency must also provide an internet-based reporting system that has appropriate security protocols to preserve the confidentiality of the reports and any documents or photographs submitted through the system.

REPORTING REQUIREMENTS

Participating counties shall, on or before January 1, 2020, provide information to the Assembly Committee on Human Services and the Senate Committee on Human Services pertaining to the effectiveness of the program based on the outcome measures developed in collaboration with CDSS.

All County Letter No. 17-40
Page Four

For further questions regarding the information in this letter for online reporting of child abuse and neglect, please contact the Child Welfare Policy and Program Development Bureau at (916) 651-6160.

Sincerely,

Original Document Signed By:

GREGORY E. ROSE
Deputy Director
Children and Family Services Division

Child Abuse Reporting Electronic System (CARES) Feedback Survey

Thank you for using the Child Abuse Reporting Electronic System. We would like to ask for your feedback regarding your experience with using the system. The information you provide will be used to improve the system for other users like you. Click "Next" to begin the survey.

Please tell us a little about yourself.

1. What is the name of the department/agency/organization you currently work for?

2. What is your current job title?

Thinking about the Usability of the Child Abuse Reporting Electronic System...

3. How many times have you used the system in the past 30 days?

☐ This is my first time

☐ 2-3 times

☐ 4-5 times

☐ 6-7 times

☐ 8 or more times

4. It was easy to access the system online.

☐ Strongly Disagree

☐ Disagree

☐ Agree

☐ Strongly Agree

5. It was easy to navigate through the system.

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Agree
- ☐ Strongly Agree

6. It was easy to understand the questions/information being asked on the report.

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Agree
- ☐ Strongly Agree

7. I was satisfied with the format of the system (e.g., pre-populated questions, drop-down menus, etc.).

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Agree
- ☐ Strongly Agree

8. Compared to calling in a report to the Child Protection Hotline, this system took me _____ time.

- ☐ More
- ☐ About the Same
- ☐ Somewhat Less
- ☐ A Lot Less

9. Did you experience any issues with using the system?

- ☐ Yes
- ☐ No

10. Was the issue resolved?

☐ Yes

☐ No

11. Do you feel that the information you were asked to complete was sufficient for submitting a report on suspected child abuse and neglect?

☐ Yes

☐ No

12. I feel comfortable using this system.

☐ Strongly Disagree

☐ Disagree

☐ Agree

☐ Strongly Agree

13. Overall, I was satisfied with this system.

☐ Strongly Disagree

☐ Disagree

☐ Agree

☐ Strongly Agree

14. How likely are you to recommend this system to a colleague?

☐ Not at all Likely

☐ Somewhat Likely

☐ Very Likely

☐ Definitely Likely

15. May the evaluators at UCLA contact you for additional feedback?

☐ Yes

☐ No

16. Name

17. Phone Number

18. E-mail

CONTRACTOR

**ONLINE MANDATED REPORTING PILOT PROGRAM
MANAGEMENT CONTACT INFORMATION**

TITLE	NAME	CONTACT INFORMATION (Address, Telephone, Email)
Contractor Program Director	Todd Franke	337 Charles E. Young Drive East Los Angeles CA 90095-1656 (310) 206-6102 tfranke@g.ucla.edu
Assistant Contractor Program Director	Robert Blagg	337 Charles E. Young Drive East Los Angeles CA 90095-1656 (310) 825-0852 rblagg@luskin.ucla.edu
Accounts Management	David Jaquez	337 Charles E. Young Drive East Los Angeles CA 90095-1656 (310) 206-6013 djaquez@luskin.ucla.edu

LOS ANGELES COUNTY DEPARTMENT OF CHILDREN & FAMILY SERVICES**ONLINE MANDATED REPORTING PILOT PROGRAM
ADMINISTRATIVE CONTACT INFORMATION**

TITLE	NAME	CONTACT INFORMATION
Division Chief/ Contract Program Manager	Jennie Feria	DCFS Child Protection Hotline 1933 S. Broadway, 5th floor Los Angeles, CA 90007 (213) 765-7257 chanjb@dcfs.lacounty.gov
Assistant County Program Manager	Gary Burks	DCFS Child Protection Hotline 1933 S. Broadway, 5th floor Los Angeles, CA 90007 (213) 765-7261 burksg@dcfs.lacounty.gov

**Online Mandated Reporting Pilot
Budget**

Pilot Program Direct Costs	FY 17-18 (Q1: 10/01/17-12/31/17)	FY 17-18 (Q2: 01/01/17-03/31/18)	FY 17-18 (Q3: 04/01/18-06/30/18)	FY 18-19 (Q4: 07/01/18-09/30/18)	Total
Evaluation Services	\$7,500	\$7,500	\$7,500	\$7,500	\$30,000
Grand Total					\$30,000

Budget Narrative

QUARTERLY REPORTS AND PROCESS EVALUATION (Q1, Q2 and Q3)

Under the requirements of this SOW, the CONTRACTOR shall provide evaluation services and written reports:

CONTRACTOR shall develop and provide quarterly and process evaluation reports based on data provided to inform the specified outcome measures to DCFS or designee within 30 calendar days of the date marking the quarter (unless otherwise specified) via email.

CONTRACTOR shall include in the quarterly reports data related to the pilot process such as, but not limited to: 1) pilot implementation; 2) service quality; 3) online reporting practices.

CONTRACTOR shall develop and provide a process evaluation to determine how the pilot is being implemented and the degree to which ongoing practice remains faithful to the original model without compromising child safety and to incorporate ongoing innovations into the continuous improvement of that model.

CONTRACTOR shall actively participate in evaluation activities. Said evaluation activities include, but are not limited to, the collection and sharing of data on:

Process measures; Pilot implementation; Service quality; Outcome measures; and Child safety

COUNTY will develop a mandated reporter satisfaction survey to be administered via a survey link on the online mandated reporting system to users to be completed on a voluntary basis. CONTRACTOR shall complete a survey analysis and incorporate its findings in the outcome evaluation report.

Periodically, throughout the year of the pilot program, fact sheets/research briefs will be developed and given to legislators, funders and other interested organizations.

DCFS and CDSS will review the report and communicate with CONTRACTOR regarding any concerns. CONTRACTOR shall respond to their concerns and/or requests within five business days

OUTCOME EVALUATION REPORT (Q4)

An outcome evaluation should address successes, areas for improvement, unintended and/or unanticipated consequences, and outcomes achieved should be used to examine the effectiveness and efficiency of the online reporting system while maintaining child safety.

CONTRACTOR shall develop and provide an outcome evaluation report based on data provided to inform the specified outcome measures to DCFS or designee within 30 calendar days of the date marking the pilot year (unless otherwise specified) via email.

CONTRACTOR shall complete a survey analysis and incorporate its findings in the outcome evaluation report.

DCFS and CDSS will review the report and communicate with CONTRACTOR regarding any concerns. CONTRACTOR shall respond to their concerns and/or requests within five business days.

CONTRACTOR shall perform other duties as requested by the County.

County of Los Angeles
Department of Children and Family Services

EXHIBITS TO THE CONTRACT

ONLINE MANDATED REPORTING PILOT EVALUATION

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

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

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

Signature

Date

Name and Title of Signer (please print)

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

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

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

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

- III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

LAC/CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

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

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

Name of Firm

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date

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)

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

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

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

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

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

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.3 Prepaid Expenses

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

2.0 **ACCOUNTING SYSTEM**

Each agent shall maintain a double entry accounting system (utilizing debits and credits)

with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100
To record accrued rent to March 31, 20XX		

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

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

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions

- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

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

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

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

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

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

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

2.7 Contractor Invoices

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

3.0 RECORDS

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

3.1 Retention

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

3.2 Supporting Documentation

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

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

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

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

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

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference.

Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

3.4 Filing

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

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

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

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

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

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

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

5.0 **AUDITS**

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

5.1 Single Audit Requirements

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

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

6.0 SUBCONTRACTS

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

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

B. INTERNAL CONTROLS

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

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliation

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

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

2.0 **DISBURSEMENTS**

2.1 General

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

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

2.4 Credit Cards

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

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

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

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

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

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

Limitations on Positions and Salaries

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

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

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

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

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

Separation of Duties

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

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

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

4.0 FIXED ASSETS

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

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

4.1 Acquisition

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

4.2 Identification and Inventory

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

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

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

4.3 Security

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

4.4 Property Management

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

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

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

5.0 BONDING

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

C. **COST PRINCIPLES**

1.0 POLICY

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

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

1.3 Budget Limitation

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

1.4 Unspent Funds

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

1.5 Necessary, Proper and Reasonable

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

2.0 ALLOCATION OF COST POOLS

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

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

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

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

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

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

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

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

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

E. OVERPAYMENTS

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

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

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

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

2.0 ACTIVITY

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

Internal Revenue Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

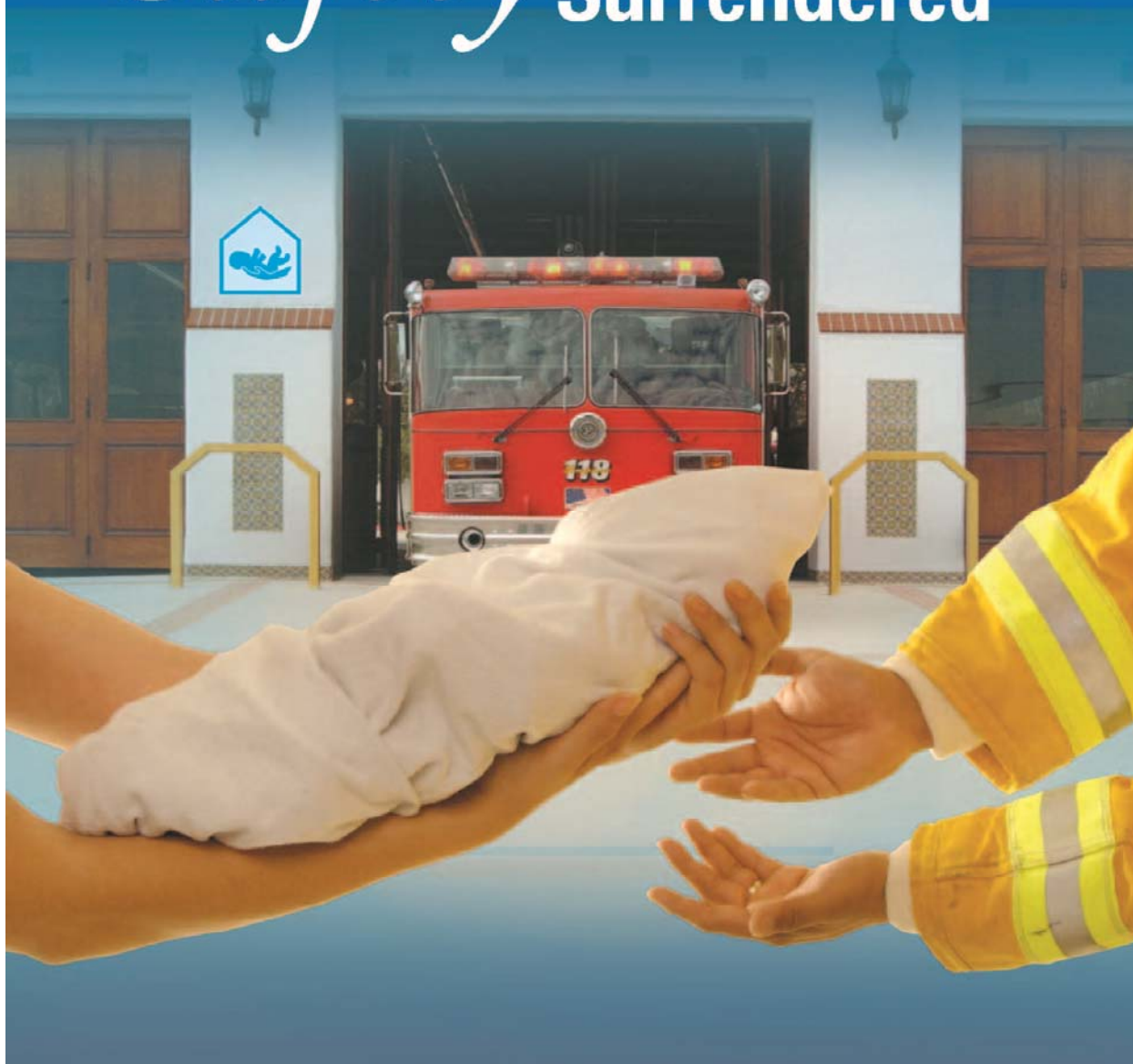
Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes
at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete 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.



ADMINISTRATION OF CONTRACT**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: The Regents of the University of California (UCLA)
CONTRACT NO. 17-0019

CONTRACTOR'S ADMINISTRATION:

Name: Flora O'Brien
Title: Contract and Grant Officer | Authorized Signing Official
Address: 10889 Wilshire Blvd. Suite 700
Los Angeles, CA 90095-1406
Telephone: (310) 206-0807
Facsimile: _____
E-Mail Address: flora.obrien@research.ucla.edu

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Flora O'Brien
Title: Contract and Grant Officer
Address: 10889 Wilshire Blvd. Suite 700 (Box 951406)
Los Angeles, CA 90095-1406
Telephone: (310) 206-0807
Facsimile: _____
E-Mail Address: flora.obrien@research.ucla.edu

Name: Patti Manheim
Title: Director, OCGA
Address: 10889 Wilshire Blvd. Suite 700
Los Angeles, CA 90095-1406
Telephone: (310) 794-2644
Facsimile: _____
E-Mail Address: patti.manheim@research.ucla.edu

Notices to Contractor shall be sent to the following address:

Address: UCLA Office of Contract and Grant Administration
10889 Wilshire Blvd. Suite 700 | Los Angeles, CA 90095-1406

ADMINISTRATION OF CONTRACT

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: Jennie Feria

Title: Division Chief

Address: 1933 S. Broadway, 5th floor

Los Angeles, CA 90007

Telephone: (213) 765-7257

Facsimile: (213) 742-7073

E-Mail Address: chanjb@dcfs.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (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 (please type or print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

USER COMPLAINT REPORT (UCR)
SPA 2 –EMERGENCY CHILD CARE PILOT PROGRAM

This form is to be used by DCFS Administrative Staff, County Social Workers, County Program Manager or Designee of the SPA 2 – Emergency Child Care Pilot Program to report service discrepancies and failure to comply with service delivery requirements as specified in the Statement of Work and Contract. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____
DCFS Office Address: _____
Phone No. _____ E-mail Address: _____
Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor's Project Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Illegal or inappropriate behavior by Contractor's Child Care Services Staff.
- ☐ Contractor not submitting invoices, reports or maintaining records as required.
- ☐ Contractor unable to receive Referral Requests as required.
- ☐ Emergency Child Care Services Delivery is not in compliance as specified in the Contract.
- ☐ Contractor not complying with the Referral/Database requirements as specified in the Contract.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Contractor not complying with the Corrective Action Plan as specified in the Contract.
- ☐ Other (describe): _____

To report an urgent/serious problem, please call:

Jennie Feria: (213) 765-7257
Gary Burks: (213) 765-7261

Send UCR to Jennie Feria, Division Chief, DCFC Child Protection Hotline, 1933 S. Broadway, 5th Fl., Los Angeles, CA 90007 or by email: chanjb@dcfs.lacounty.gov

Send a copy to Contracts Administration Division, DCFS Headquarters, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

PRICING SHEET

A listing of proposed deliverables, prices, and timeframes is provided below.

Deliverables & Billing Dates	Prices
<i>Deliverables 1-4 billed at end of each quarter (Q1, Q2 and Q3):</i>	\$ 7,000 per quarter
<ol style="list-style-type: none"> 1. Develop and provide a process evaluation to determine how the pilot is being implemented and the degree to which ongoing practice remains faithful to the original model without compromising child safety and to incorporate ongoing innovations into the continuous improvement of that model 2. Actively participate in evaluation activities including, but not limited to, the collection and sharing of data on: <ol style="list-style-type: none"> a. Process measures b. Pilot implementation c. Service quality d. Outcome measures e. Child safety 3. Develop and provide quarterly and process evaluation reports based on data provided to inform the specified outcome measures <ol style="list-style-type: none"> a. Quarterly reports shall include data related to the pilot process such as, but not limited to: <ol style="list-style-type: none"> 1)Pilot implementation 2)Service quality 3)Online reporting practices 4. Respond to DCFS, CDSS and CWDA's concerns and/or requests within five business days 	\$ 9,000 @ one year
<i>Deliverables 5-7 billed at end of contract at one year:</i>	
<ol style="list-style-type: none"> 5. Develop and provide an outcome evaluation report based on data provided to inform the specified outcome measures <ol style="list-style-type: none"> a. Outcome evaluation should address successes, areas for improvement, unintended and/or unanticipated consequences, and outcomes achieved should be used to examine the effectiveness and efficiency of the online reporting system while maintaining child safety 6. Complete a survey analysis and incorporate its findings in the outcome evaluation report 7. Periodically throughout the year and when necessary of the pilot program, develop fact sheets or research briefs to provide to legislators, funders and/or other interested organizations 	
Total Price for Above Deliverables	\$30,000

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

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

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____

Date:_____

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
✓	➤ Services provided by other public or County-related entities. UCLA is a prestigious public research university recognized for a strong focus on innovative research. UCLA is also a strong partner in the University of Consortium for Children and Families Training Center facilitating trainings for DCFS University.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



Chief Executive Office



Date