



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

BOBBY D. CAGLE
Director

BRANDON T. NICHOLS
Chief Deputy Director

April 02, 2019

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

Dear Supervisors:

**REQUEST FOR APPROVAL TO ENTER INTO SOLE SOURCE CONTRACTS WITH THREE
RESIDENTIALLY BASED SERVICES CONTRACTORS TO UTILIZE FUNDS AVAILABLE TO THE
CONTRACTORS ON THE BASIS OF COST SAVINGS**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) is requesting the Board's approval to enter into sole source contracts with the three Residentially Based Services (RBS) contractors to allow them to utilize funds available to the contractors on the basis of program cost savings over the course of their RBS contracts. The contractors are planning additional program activities, and in two cases, capital projects renovating their facilities to better serve foster youth in their care.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the DCFS Director, or designee, to execute three sole source RBS Cost Savings contracts substantially similar to Attachment A, with Five Acres The Boys' and Girls' Society of Los Angeles County (Five Acres), Hathaway-Sycamores Child and Family Services (Hathaway-Sycamores), and Hillside to allow these contractors to utilize funding available to them on the basis of program cost savings and in accordance with their Statement of Works (SOW), Attachments A 1 to A-3 respectively. The term of these contracts will be effective April 1, 2019, or date of execution, whichever is later, for three years, with an option to extend two additional years at the discretion of the County. The Maximum contract amount for Five Acres will be \$1,690,552 and will be financed using 75 percent Federal Child Welfare Services (CWS) – Enhanced Training funds, 17.5 percent State funds, and 7.5 percent net County cost (NCC). The Maximum contract amounts for Hathaway

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 April 2, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

Sycamores will be \$868,793 and Hillside will be \$1,162,013. These contracts will be financed using 100 percent State realignment funds. The total cost of the three contracts is \$3,721,358.

2. Delegate authority to the DCFS Director, or designee, to extend the contracts for up to two option years, as provided in the contracts, by written notice contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies the Board and CEO in writing within ten business days of such extensions.

3. Delegate authority to the DCFS Director, or designee, to execute amendments during the term of the contracts to incorporate changes necessary to meet requirements of the California Department of Social Services (CDSS), including changes in program activities, capital projects, program deliverables, or other changes, contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies the Board and CEO in writing within ten business days of such amendments.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase the maximum contract amounts as identified by the Auditor-Controller (A-C) from subsequent reviews of the RBS programs cost savings for the remaining periods of the RBS contracts through December 31, 2018, and to further extend the RBS Cost Savings contracts, if CDSS approves extending the contracts to allow time to fully expend the funds identified by the A-C, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such amendments.

5. Delegate authority to the DCFS Director, or designee, to extend the contracts for an additional six months beyond the two option years if necessary to fully expend all funds and complete all project activities, by written notice contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies the Board and CEO in writing within ten business days of such extensions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board approved the Residentially Based Services (RBS) contracts on July 6, 2010 as part of the County's Open Doors Demonstration Pilot Project created in response to Assembly Bill (AB) 1453. AB 1453 added Chapter 12.87 of the California Welfare and Institutions Code, which authorized a pilot demonstration project with four counties to transform the State's current system of long-term congregate group home care for children placed in or at-risk to be placed into Rate Classification Level (RCL) 12 or 14 group homes supported by Aid to Families with Dependent Children Foster Care (AFDC FC). The objective was to reduce the length of time in group care and improve permanency outcomes for youth by combining short-term residential stabilization and treatment with follow-along community-based services to reconnect youth to their families and communities. In short, RBS was a test to combine Group Home (residential) placements and Family Finding with Wraparound Approach Services (Wraparound) to shorten permanency timeframes for all RBS-enrolled youth and provide them with support both in Group Homes and after leaving Group Homes, including a combination of child and family teaming, environmentally based interventions, intensive mental health treatment interventions and parallel discharge support. The ultimate goal was to reduce overall costs of placement for youth enrolled in RBS.

In Memorandum of Understanding (MOU) #10-6020, which the Board approved on July 6, 2010,

CDSS directed the County to share the cost savings achieved through the RBS Program in order to provide the RBS contractors with an incentive to reduce the length of stay in residential care. This incentive is a 50 percent share of the cost savings that each RBS contractor has achieved that the contractors may use “on reasonable and allowable child welfare related services” of each contractor’s choice. The amount of each contractor’s cost savings has been determined by the A-C. On April 25, 2018, CDSS approved DCFS’ plan to award these three contracts with the RBS contractor as a way to allow the contractor to utilize their 50 percent share of the cost savings.

Utilizing the methodology described in the MOU, Los Angeles County’s A-C issued reconciliation reports identifying program cost savings for the first two program pilot periods ending December 31, 2012 and December 31, 2014, respectively, with two reports for December 31, 2016 and December 31, 2018 still pending. The A-C identified a total of \$7,442,716 in RBS cost savings for the first two periods. The total of the cost savings included \$3,381,104 for Five Acres, \$1,737,584 for Hathaway-Sycamores, and \$2,324,024 for Hillside. This cost savings generated 50% performance incentive funds of \$3,721,358, including \$1,690,552 for Five Acres, \$868,793 for Hathaway-Sycamores, and \$1,162,013 for Hillside.

The three contractors have chosen different uses for the additional funds. Five Acres intends to use its funding for facility improvements and staff development through creation of a three-year STRTP Training Program related to the Continuum of Care Reform (CCR) enacted by the California Legislature. This training will include nine specific trainings. Hathaway-Sycamores will use its funds for (1) Reunification support activities, (2) a paid vocational internship program that includes both training and support utilizing the agency’s silk screening program, (3) a program equipment and supplies for “Gardening from Farm to Table” program, (4) STRTP training for staff, and (5) facilities improvements and furnishings that meet safety standards, including suicide safe features. Hillside will replace an outdated kitchen with a state-of-the-art commercial facility having catering and teaching kitchens, hire two family finders staff, and hire two teacher assistants to support youth as they transition into the Hillside STRTP Program.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal No. 1, Make Investments That Transform Lives: Strategy 2, Deliver comprehensive and seamless services to those seeking assistance from the County.

FISCAL IMPACT/FINANCING

The Maximum contract amount for Five Acres will be \$1,690,552 and will be financed using 75 percent Federal Child Welfare Services (CWS) – Enhanced Training funds, 17.5 percent State funds, and 7.5 percent net County cost (NCC). The Maximum contract amounts for Hathaway Sycamores will be \$868,793 and Hillside will be \$1,162,013. These contracts will be financed using 100 percent State realignment funds. The total cost of the three contracts is \$3,721,358. Funding will be included the FY 19 - 20 Budget Requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board policy, DCFS notified the Board on June 29, 2018 of its intention to procure these sole source contracts using the procurement by negotiation process in the CDSS Manual of Policies and Procedures (MPP) Section 23-650.17.

DCFS has obtained the necessary approval from the CDSS to procure these sole source contracts through the procurement by negotiation process as set out in MPP Section 23 650.17. DCFS has also requested and received CDSS review and approval of the two capital projects to ensure that all proposed activities meet Federal regulatory requirements and standards.

The contractors are in compliance with Federal, State, County, and Board contract qualification requirements.

County Counsel reviewed and approved this Board letter and the attached contract as to form. The County's Chief Executive Office (CEO) also reviewed the Board letter.

CONTRACTING PROCESS

The current contracts were procured by negotiation with prior approval from CDSS. DCFS requested and received approval for the actions requested in this Board Letter.

CONTRACTOR PERFORMANCE

The contractors have continually met all performance standards as outlined in their RBS contracts and has been determined to be a responsive and responsible contractor by the County's Program Manager.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without the approval of the recommended actions, DCFS will not be able to complete the costs savings contracts as specified in MOU #10-6020.

Approval of the recommended actions will allow DCFS to execute the three sole source contracts by negotiation and provide the contractors their financial incentive for achieving cost savings in the programs. The contractors have each planned programs that will benefit the County's foster youth in their care in a variety of ways.

CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted, stamped Board letter and its attachments to the Department of Children and Family Services.

The Honorable Board of Supervisors

4/2/2019

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bobby D. Cagle", with a long horizontal flourish extending to the right.

BOBBY D. CAGLE

Director

BDC:KR:LTIEO

Enclosures

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

**RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**



AND

(CLICK HERE AND ENTER NAME OF CONTRACTOR)

(CLICK HERE AND ENTER CONTRACT NUMBER)

Catalog of Federal Domestic Assistance (CFDA) #93.658

Month 2019

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT - COUNTY	8
6.1	County’s Program Manager.....	8
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1	Contractor’s Project Manager	8
7.2	Approval of Contractor’s Staff	8
7.3	Contractor’s Staff Identification	9
7.4	Background and Security Investigations	9
7.5	Confidentiality	10
8.0	STANDARD TERMS AND CONDITIONS	11
8.1	Amendments	11
8.2	Assignment and Delegation/Mergers or Acquisitions	12
8.3	Authorization Warranty	13
8.4	Budget Reductions	13
8.5	Complaints	13
8.6	Compliance with Applicable Laws	14
8.7	Compliance with Civil Rights Laws	15
8.8	Compliance with County’s Jury Service Program	15
8.9	Conflict of Interest	17
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	17
8.11	Consideration of Hiring Gain-Grow Participants.....	18
8.12	Contractor Responsibility and Debarment	18
8.13	Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law.....	21

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....	21
8.15	County’s Quality Assurance Plan.....	21
8.16	Damage to County Facilities, Buildings or Grounds	22
8.17	Employment Eligibility Verification	22
8.18	Facsimile Representations.....	23
8.19	Fair Labor Standards.....	23
8.20	Force Majeure	23
8.21	Former Foster Youth Consideration.....	24
8.22	Governing Law, Jurisdiction, and Venue.....	24
8.23	Independent Contractor Status.....	24
8.24	Indemnification	25
8.25	General Provisions for All Insurance Coverage	25
8.26	Insurance Coverage	30
8.27	Liquidated Damages	31
8.28	Most Favored Public Entity	32
8.29	Nondiscrimination and Affirmative Action.....	32
8.30	Non Exclusivity	34
8.31	Notice of Delays	34
8.32	Notice of Disputes	34
8.33	Notice to Employees Regarding the Federal Earned Income Credit.....	34
8.34	Notice to Employees Regarding the Safely Surrendered Baby Law	34
8.35	Notices	34
8.36	Prohibition Against Inducement or Persuasion	35
8.37	Public Records Act	35
8.38	Publicity.....	35
8.39	Record Retention and Inspection/Audit Settlement.....	36
8.40	Recycled Bond Paper.....	37
8.41	Subcontracting	37

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.42	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program	39
8.43	Termination for Convenience.....	39
8.44	Termination for Default	40
8.45	Termination for Improper Consideration	42
8.46	Termination for Insolvency.....	42
8.47	Termination for Non-Adherence of County Lobbyist Ordinance	43
8.48	Termination for Non-Appropriation of Funds	43
8.49	Validity	43
8.50	Waiver.....	43
8.51	Warranty Against Contingent Fees	44
8.52	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	44
8.53	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program	44
8.54	Time Off for Voting.....	44
8.55	Compliance with County’s Zero Tolerance Policy on Human Trafficking ...	45
8.56	Compliance with Fair Chance Employment Practices	45
8.57	Compliance with the County Policy of Equity	45
9.0	UNIQUE TERMS AND CONDITIONS.....	45
9.1	Ownership of Materials, Software and Copyright.....	45
9.2	Contractor’s Charitable Activities Compliance	47
9.3	Social Enterprise (SE) Preference Program	47
9.4	Disabled Veteran Business Enterprise (DVBE) Preference Program	48
9.5	Compliance with Encryption Requirements	49
9.6	Child Abuse Prevention Reporting.....	50
9.7	Contract Accounting and Financial Reporting.....	51
9.8	Fixed Assets	51
9.9	Mandatory Requirement to Register on Federal System for Award Management	51
SIGNATURES.....		52

APPENDIX A - CONTRACT EXHIBITS

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A Statement of Work
- B Line Item Budget
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Confidentiality Forms (F, F-1 and F-2)
- G Jury Service Ordinance
- H Safely Surrendered Baby Law
- I Charitable Contributions Certification
- J Auditor-Controller Contract Accounting & Administration Handbook
- K Zero Tolerance Policy on Human Trafficking Certification
- L Compliance with Encryption Requirements
- M Federal Debarment and Suspension Certification
- N Attestation of Willingness to Consider Gain/Grow Participants
- O Certification of Compliance with The County's Defaulted Property Tax Reduction Program
- P Compliance with Fair Chance Employment Hiring Practices Certification

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

This Contract and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____, which is located at _____.

RECITALS

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

WHEREAS, the County has contracted with the above-named agency for Residentially Based Services (RBS) under State Memorandum of Understanding (MOU) #10-6020; and

WHEREAS, the Contractor is a public nonprofit corporation with the capability to provide effective RBS services to foster youth; and

WHEREAS, MOU #10-6020, provides the contractor a performance incentive to share equally with the County in RBS cost savings; and

WHEREAS, the Los Angeles County Auditor Controller has determined that there have been significant cost savings due to the contractor's efforts, making the contractor eligible for one-half of the cost savings for use on "reasonable and allowable child welfare related services" of the contractor's choice; and

WHEREAS, expenditures made by Contractor in the administration of this Contract shall be in compliance with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide reasonable and allowable services.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description

of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work (SOW), Exhibit A.
- 2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **County:** County of Los Angeles and includes the Department of Children and Family Services.
- 2.5 **County's Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 **County Program Manager:** The County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 **DCFS:** County's Department of Children and Family Services.

- 2.10 Director:** County's Director of the Department of Children and Family Services or his authorized designee.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Participant:** Person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.13 Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work (SOW).
- 2.14 Subcontract:** A Contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.15 State:** means the government of California.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on ___ and shall expire on _____, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the possibility to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor, and executed by the Contractor and by the Board of Supervisors or Director of DCFS if the Board of Supervisors has delegated the authority to do so.
- 4.3 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.

- 4.4 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and an additional six-month extension if the additional time is necessary to complete a solicitation or negotiation of a new contract, for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the (Board of Supervisors or the Director or his/her designee as authorized by the Board of Supervisors). The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.5 The Contractor shall notify DCFS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit D - County's Administration.
- 4.6 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract.

5.0 CONTRACT SUM

- 5.1 The Maximum Contract Sum for this contract is \$_____.
- 5.2 The 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. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit D - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

The 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 the Contractor after the expiration or other termination of this Contract. Should the 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears as supported by the Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any amendments thereto.
- 5.5.2 Contractor, without prior approval of County, may reallocate up to a maximum of five percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.3 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor 's final invoice.
- 5.5.4 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the

Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

- 5.5.5 Contractor shall submit the original monthly 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 County Program Manager as identified on Exhibit D, County's Administration.

- 5.5.6 Payment to Contractor will be made in arrears on a monthly basis, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.7 In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.5.8 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

5.5.9 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.

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

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit D - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Program Manager

Responsibilities of the County's Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to the Contractor, as appropriate in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Program Director on a regular basis;
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Overseeing the day-to-day administration of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited.
- The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.3.1 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.2 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall 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 Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit F.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement”, Exhibit F-1.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit F-2.
- 7.5.7 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.5.8 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor’s attention, and that includes unauthorized access to Contractor’s computer or computers (including those of any Sub Contractor involved in the Relationship) containing Contractor’s or County’s Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.5.9 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.
- 8.1.3 The Director of DCFS or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent

of County in accordance with applicable provisions of this Contract.

8.2.4 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.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

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

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

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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 there over.

- 8.6.2 Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 8.6.3 For contracts over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as

supplemented by Department of Labor Regulations (41 CFR Part 60).

8.6.4 Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

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

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor

at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the

Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the

debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12.6 A registry of Debarred CONTRACTOR's for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: <http://doingbusiness.lacounty.gov/debarmentlist.html>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

8.12.7 Contractor Alert Reporting Database (CARD)

The County maintains databases that track and 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.

8.13 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 Exhibit H – Safely Surrendered Baby Law, 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. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 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 8.1, 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.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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").

8.20.2 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.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable

best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Former Foster Youth Consideration

8.21.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Section 8.11 – Consideration of Hiring Gain-Grow Participants, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify COUNTY of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

8.21.2 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

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

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

8.23 Independent Contractor Status

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or

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

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

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

8.23.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.24 Indemnification

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

8.25 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- 8.25.1.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County, including copies of the additional insured endorsement to the Contractor's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.25.1.2 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.
- 8.25.1.3 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.
- 8.25.1.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: RBS Cost Savings Contract Analyst

425 Shatto Place, Room 400
Los Angeles, CA 90020

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

8.25.2 Additional Insured Status and Scope of Coverage

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

8.25.3 Cancellation of or Change in Insurance

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

8.25.4 Failure to Maintain Insurance

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

8.25.5 Insurer Financial Ratings

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

8.25.6 Contractor's Insurance Shall Be Primary

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

8.25.7 Waivers of Subrogation

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

8.25.8 Sub-Contractor Insurance Coverage Requirements

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

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.25.10 Claims Made Coverage

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

8.25.11 Application of Excess Liability Coverage

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

8.25.12 Separation of Insureds

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

8.25.13 Alternative Risk Financing Programs

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

8.25.14 County Review and Approval of Insurance Requirements

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

8.26 Insurance Coverage

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

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

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

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

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

8.26.5 Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such

coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26.6 Privacy/Network Security (Cyber) Liability Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.27 Liquidated Damages

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

8.27.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the SOW Exhibit A, hereunder, and that the Contractor shall be liable to the County for liquidated

damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.27.3 The action noted in sub-paragraph 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph 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-paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 Most Favored Public Entity

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

8.29 Nondiscrimination and Affirmative Action

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

8.29.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State

anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 Non Exclusivity

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

8.31 Notice of Delays

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

8.32 Notice of Disputes

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

8.33 Notice to Employees Regarding the Federal Earned Income Credit

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

8.34 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.35 Notices

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

Department Head or designee or CPM shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 Prohibition Against Inducement or Persuasion

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

8.37 Public Records Act

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 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 marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 Publicity

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

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

8.38.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.38 shall apply.

8.39 Record Retention and Inspection/Audit Settlement

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

8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.40 Recycled Bond Paper

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

8.41 Subcontracting

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

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

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

8.41.3 The 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 the Contractor employees.

- 8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.41.6 The County's Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 8.41.7 Contractor shall obtain the following from each Sub-Contractor before any Sub-Contractor 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:
- An executed Exhibit F-1, "Contractor's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
 - 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.
 - Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval on request.
- 8.41.8 No subcontract shall alter in any way any legal responsibility of Contractor to County. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 8.41.9 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

8.41.10 Contractor shall be solely liable and accountable for any and all payments and other compensation to all Sub-Contractor'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 Sub-Contractor's or their officers, employees and agents.

8.41.11 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the CPM identified on Exhibit D, County's Administration before any Subcontractor employee may perform any work hereunder.

8.42 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 Termination for Convenience

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

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.39, Record Retention and Inspection/Audit Settlement.

8.44 Termination for Default

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Manager:

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 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-paragraph 8.44.2 if its failure to perform this Contract arises out

of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.43 - Termination for Convenience.

8.44.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in sub-section 8.44.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of sub-section 8.44.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

8.44.6 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.24, Indemnification.

8.44.7 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Improper Consideration

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

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

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

8.46 Termination for Insolvency

8.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

8.46.2 The rights and remedies of the County provided in this sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.48 Termination for Non-Appropriation of Funds

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

8.49 Validity

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

8.50 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 sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

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

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

8.52 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.54 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.

8.55 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges and certifies in Exhibit K, Zero Tolerance Policy on Human Trafficking Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County 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.

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

- 9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 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.
- 9.1.4 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. County will notify Contractor of any Public Records Act request for items described in sub-section 9.1.3.
- 9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law, order of court, or Public Records Act.
- 9.1.6 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 measure 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.

9.1.7 Contract shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

9.1.8 All the rights and obligations of this sub-paragraph 9.1 shall survive the expiration or termination of this Contract.

9.2 Contractor's Charitable Activities Compliance

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

9.3 Social Enterprise (SE) Preference Program

9.3.1 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.

9.3.2 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 SE.

9.3.3 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 SE.

9.3.4 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.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 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.
- 9.4.4 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.

9.5 Compliance with Encryption Requirements

9.5.1 Data Encryption

Contractor and Sub-Contractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

9.5.2 Stored Data

Contractor and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part1: General (Revision3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.5.3 Transmitted Data

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

9.5.4 Certification

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

9.6 Child Abuse Prevention Reporting

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

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

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.

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.

9.7 Contract Accounting and Financial Reporting

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

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

9.8 Fixed Assets

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

9.9 Mandatory Requirement to Register on Federal System for Award Management

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/SAM/>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit M.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

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

By: _____

BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

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

By: _____

David Beaudet, Senior Deputy County Counsel

Statement of Work

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT



STATEMENT OF WORK
FOR
FIVE ACRES – THE BOYS’ AND GIRLS’ AID SOCIETY OF LOS ANGELES

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

STATEMENT OF WORK

TABLE OF CONTENTS

<u>PART</u>	<u>PAGE</u>
A. INTRODUCTION	3
1.0 PREAMBLE.....	3
2.0 OVERVIEW AND BACKGROUND	3
3.0 COUNTY PRIORITIES FOR CHILDREN	5
4.0 CORE PRACTICE MODEL	5
5.0 PROGRAM GOALS	6
6.0 PROGRAM REPORTING REQUIREMENTS.....	6

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

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 a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence 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 among COUNTY departments/agencies, community, and contracting partners.

2.0 OVERVIEW AND BACKGROUND

California Assembly Bill (AB) 1453 (Soto, Chapter 466, Statutes of 2007), amended by AB 2129 (Bass, Chapter 594, Statutes of 2010), authorized a multi-year pilot demonstration project to eventually transform California's current system of long-term, congregate care into a system of Open Doors Residentially Based Services (RBS) programs that would reduce the length of time in group care and improve permanency outcomes for youth. This would be accomplished by combining short-term, intensive, residential treatment interventions with community-based services aimed at reconnecting foster children to their families and communities. The goal of RBS is to accomplish this without increasing costs to the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program

by producing savings from reduced lengths of stay in high cost group care to off-set increased up-front costs.

Ten Group Home Foster Care Providers were involved in the RBS pilot across four counties (Los Angeles, Sacramento, San Bernardino, and San Francisco Counties). The County of Los Angeles pilot was with three provider agencies and compared to other counties statewide, served the largest number of children in the pilot.

Some of the preliminary results of this pilot were included in the Continuum Care Reform and development of the Short Term Residential Therapeutic Program (STRTP).

This is for the one-time program expenditure of one half of the program savings as identified by the County of Los Angeles Auditor-Controller for the County of Los Angeles RBS Provider Five Acres – The Boys' and Girls' Aid Society of Los Angeles County.

From the experience as an RBS pilot agency over the past 8 years, Five Acres understands the critical and essential importance of onboarding and continually developing the workforce to successfully deliver trauma informed services and the new service delivery expectations of STRTP. During the RBS pilot it took an average of 1.68 years for the child care staff workforce to shift its work culture and service delivery in order to effectively delivery the vision of the pilot services to achieve the desired impact to children. This required a significant commitment to the training of staff at the time of hire, during onboarding and during the first year and a half of employment.

The primary purpose of the STRTP Staff Training Program is to develop and implement an initial conversion training to existing child care staff and ongoing training for new staff that will incorporate the vision of CCR. STRTP will serve children who are the subject of an application for petition under Section 300 of the Welfare and Institutions Code, where dependent and neglected children ages from two (2) days through 20 years of age are detained from their parent(s) or guardians for their protection, pending possible judicial action, or are pending placement if previously adjudicated as dependent children.

With CCR and the conversion of traditional congregate care to STRTP there will be a shift away from a leveled system of care. This is paired with the states vision of a "no reject" policy and a "first placement best placement" means that the current child care staff workforce has to be retrained to fully understand how to successfully work with deeper levels of trauma and understand how to deliver trauma informed care through a multidisciplinary team approach. The workforce will also need to provide a broader scope of care because the service delivery by a child care staff is expanding as the client population they are used to serving will become much more diverse and varied in terms of needs and past

experiences when the level system is removed. The STRTP Conversion Training Program will deliver these aspects.

- 2.1 The California Department of Social Services (CDSS) – Contracts and Purchasing Bureau approved DCFS request to procure these training services as a procurement by negotiation.
- 2.2 Five Acres is using this one-time savings toward its overall CCR Implementation costs.
- 2.3 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status is prohibited in the California foster care system.

3.0 COUNTY PRIORITIES FOR CHILDREN

COUNTY has established the following priorities for their children: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for well-being.

CONTRACTOR shall provide data related to COUNTY's priorities.

- 3.1 Safety: Safety is defined as freedom from abuse and neglect as defined in the PEN, Section 11165.5.
- 3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining a child in the home, reunification, adoption, or legal guardianship.
- 3.3 Access to Effective and Caring Services for Well-Being: COUNTY's goal is to ensure children receive services as identified through the Child Family Team (CFT) in the spirit of the Core Practice Model (CPM) to improve their level of functioning in the areas of education/career planning; transition out of foster care; physical; behavioral; social and emotional well-being; and self-sufficiency.

4.0 CORE PRACTICE MODEL

The CPM prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The CPM is a deeper way to work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family. The strategies of this model include:

- Engagement: This is an opportunity to hear the family, build trust, show empathy, and honor the family's voice and choice.
- Teaming: Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
- Assessment and Understanding: Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture and empowers families.
- Planning and Intervention: Allows for the crafting of tailored services and attention to individual underlying needs.
- Tracking and Adapting: Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans, and creates an opportunity to make adjustments using team assessments, so plans can evolve to achieve long-term goals.

The CPM is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families.

5.0 PROGRAM GOALS

The project will deliver a comprehensive STRTP Staff Training Plan that will include new hires and existing direct care staff training, as well as an ongoing training plan (in-service training, etc.) which includes, but is not limited to the following:

1. Residential Division Training Policy
2. Residential Division New Hire Training Program (Initial Training)
3. Residential Direct Service In-Service Training Program
4. Integrated Core Practice Model (ICPM) Leadership and Supervisor Training
5. ICPM Train the Trainer Program
6. ICPM Schedule for Current Residential Employees
7. Residential Division Annual and Recurring Training Plan Updates
8. Residential T4T Program and Trainer Selection Process
9. Beginner, Intermediate, and Advanced Crisis Intervention Training

6.0 PROGRAM REPORTING REQUIREMENTS

6.1 Residential Division New Hire Training Program (Initial Training)

The new hire training program will involve creating a 2-week training schedule for new residential division staff, to ensure they are effectively trained and equipped with the skills and knowledge of our Agency and

client group. This 2-week training program ensures that Residential Division employees can meet regulatory training requirements (as outlined by Community Care Licensing Division (CCLD) and leadership pertaining to programs within residential).

The program schedule will include the following:

Week 1	Week 2
<p>Day 1: New Employee Orientation*</p> <p>Topics Include: Agency mission, vision, values, culture, org structure, projects and committees, resources, benefits, and information systems.</p>	<p>Day 1: Lesbian, Gay Bisexual, Transgender, Queer (LGBTQ) Competency Training* and Agency Compliance Courses (on Relias)</p> <p>Topics Included: Data on statistics, SOGIE, inclusive language, affirming environments, safety.</p> <p>Relias Courses: Five Acres Info Systems, Welcome to Relias, Abuse, HIPAA, Customer Service, Blood borne Pathogens, Indian Child Welfare Act t, Clients Rights and Non-Discrimination</p>
<p>Day 2: Foundation of Residential Care*</p> <p>Topics Included: Entry into care, adjustment to care, overview of client population served, relationship development, boundaries, trauma informed care, vicarious trauma, self-care, compassion fatigue treatment planning, behavior management, SIR documentation, medication administration and medical emergency response and monitored visits.</p>	<p>Day 2: eLearning Commercially Sexually Exploited Children (CSEC) Training and Relias Courses.</p> <p>Relias Courses: Sexual Harassment, Worplace Harassment, Cultural Diversity, Active Shooter, Workplace Violence.</p>
<p>Day 3: ICPM Session 1*</p> <p>Topics Included: Historical Context, Core Principles, Foundational Elements Model (CH< TR, LTV) CFV Model</p>	<p>Day 3: Beginner Pro-Act Day 1*</p> <p>Topics Included: Professionalism, self-awareness and control, safety, underlying needs</p>

<p>Day 4: ICPM Session 2* and Disaster Overview</p> <p>Topics Included: CFT Model cont'd, Sustainability, positions or Relias Training if documentation training is not needed.</p>	<p>Day 4: Beginner Pro-ACT Day 2*</p> <p>Topics included: Crisis communication, crisis cycle, levels of dangerousness and least restrictive response, triggers and evasion.</p>
<p>Day 5: Training Manual* (Program philosophy, activity, resources, and Shadowing in Cottage combined with coaching (This only applies to non-clinical positions). Staff will NOT be considered in ratio at any point during shadowing.</p>	<p>Day 5: Beginner Pro-ACT Day 3* and CPR/FA Training</p> <p>Pro-ACT Topics included: Restraint and Seclusion</p>

For each live course included in this program curriculum will be developed. This includes:

- PowerPoint
- Participant Workbook
- Leader Guide

Live courses are indicated with an * including the following classes:

- a) New Employee Orientation
- b) Foundations of Residential Care
- c) Disaster Overview Training
- d) ICPM Session 1 and 2
- e) Pro-ACT Day 1-3
- f) LGBTQ Competency Training
- g) Five Acres Disaster Overview Training

6.2 For e-learning Courses included in this program the curriculum will be developed. This does not include already existing Relias courses, but does include training department developed courses:

- eLearning Storyboard
- Storyline Course Development
- Videos (as needed)

This includes:

- a) CSEC eLearning
- b) Cultural Diversity

- c) Clients Rights and Non-Discrimination
- d) Indian Child Welfare Act
- e) Five Acres Info Systems

The Residential Division Initial Training Plan will be updated to reflect the above 2-week schedule along with due dates.

For each of the shadowing components included in this program, a standardized format will be developed. This includes targeted observation, observational debrief, and discussion.

Positions that require clinical training, documentation training, or other trainings outside the scope of this project will still be required to complete them within the timeframes determined by those specific training plans.

6.3 Residential Direct Service In-Service Training Program

To ensure that residential direct service employees have the opportunity for continued learning, growth, and development this project will develop an in-service training program. In order to support the sustainability of the in-service program, the In-Service Training program will be facilitated weekly by any Unit Supervisor that has a downline with direct services staff within their respective work areas (Cottages, meeting rooms, etc.)

In-Service Training Topics may include but are not limited to:

Attachment Child Development Abuse Neglect Behavioral and Psychological Disorders Mental Health and Behavioral Interventions Developmental Disabilities Substance Abuse Cultural Competency ICPM Refresher	Mental Health and Behavioral Interventions Diversity Child Empowerment Transfer and Emancipation Sibling Relationships Placement Agencies Placement Process Needs and Service Plans Treatment Planning Pro-ACT principle reviews *These topics have been taken from the STRTP interim standards.
---	--

6.4 These deliverables are:

- a) In-service training process (Topics will be planned in advance in consultation with Unit Supervisors during their weekly meeting, those topics will be applied to current trends and data within the residential programs, the Training Department will support the Residential Training Coordinator to develop curriculum in support of the knowledge and skills pertaining to each identified topic, curriculum will be provided to each Unit Supervisor, Unit Supervisors will facilitate the training workshops with their teams in their respective cottages or in a larger training session on scheduled Wednesday sessions, each in-service training will be assessed using a Level 1 assessment form, assessment forms will be reviewed and processed by the Residential Training Coordinator and used as a needs assessment for further training and to determine the satisfaction of the training materials).
- b) In-Service Training Structure (Structure will include utilizing the ROPES: Review, Overview, Presentation, Exercise and Summary) training format and include various methods – PPTs, workbooks, case studies, role plays, video analysis etc.).
- c) In-service schedule (which involves topics to be covered each week by the Unit Supervisor's during In-Services).
- d) All courses in the schedule will have a curriculum materials and leader guide developed for future use.
- e) All training materials developed and used during each session will be stored in a shared drive for future access.
- f) Update to Annual Job Plans: Residential Treatment Counselors, Rehab Specialists, Crisis Intervention Specialists, Child and Family Specialists, Parent Partner Training Plans as applicable.

6.5 ICPM Leadership and Supervisor Training

Eight-hour training provided by Richard Knecht with the purpose of introducing ICPM to and supporting residential supervisors and leaders to implement and sustain the ICPM within their programs. This includes anyone in the Residential Division that has supervisory responsibilities. After this initial training session, the Training Department will develop a version of this training to add to Residential Division manager initial training plans.

6.6 ICPM Train the Trainer Program

10-hour train the trainer program to be developed by Richard Knecht and delivered to Training Department Staff, Unit Supervisors, and other identified residential trainers (through the Trainer Pool Application process- additional deliverable of this project).

Deliverables are: PPT, Workbook, Leader guide, and training delivery and facilitation.

6.7 ICPM Training Schedule for Current Residential Employees

With the changes in regulations from CCR, all current Residential Division employees will be required to complete the ICPM training during this project. The ICPM course is a total of 10 hours, and will be delivered in two 5 hour sessions. All sessions will be delivered and completed within 1 month. Residential staff will be expected to attend both days of the training according to their assigned cohort.

These deliverables are:

- a) 1 Month Schedule for all Residential Division Staff to complete the ICPM training.
- b) Curriculum Content (PPT, Workbooks)
- c) ICPM Trainer Schedule

6.8 Residential Division Annual and Recurring Training Plan Updates

The Residential Annual and Recurring Training plans (Division, Program, and/or job plans) will be updated to reflect the training requirements outlines in above deliverables. This deliverable also includes the communication of any updates.

6.9 Residential T4T Program and Trainer Selection Process

Criteria and standards will be developed to provide a framework from which qualified residential employees may be selected to provide training within the Residential Division. Trainers must go through training, facilitated by the Training department, and must be approved by Training Department to be added to the training schedule.

This deliverable will include residential trainer standards, and training for residential employees to be able to effectively demonstrate the skills required to facilitate trainings within the agency. This will also include an observation form to ensure that training standards are upheld to continue being a qualified residential trainer.

6.10 Beginner, Intermediate, and Advanced Crisis Intervention Training

The Pro-ACT course that is currently taught at Five Acres is a beginner Crisis Intervention course. This deliverable would include developing an intermediate and advanced level of the course using the Pro-ACT standards at those levels.

- a) Beginner, Intermediate and Advanced Course materials such as PPT, workbook, leader guide and accompanying activities.
- b) Guidelines as to what course is required for employees.
- c) Pro-ACT Trainer Schedule

6.11 For the Residential Division New Hire Training Program (Initial training) the deliverables are:

- 1) PowerPoint of the training presentation
- 2) Participant Workbook – one set electronic and paper
- 3) Leader Guide – one set electronic and paper
- 4) Course schedule for the live classes (1) New Employee Orientation, (2) Foundations of Residential Care, (3) ICPM Sessions One, Two and Disaster Overview, (4) LGBTQ Competency, and (5) Pro-Act 3 days.

The deliverables for each e-learning course developed are:

- 1) One e-learning storyboard
- 2) One storyline course development and
- 3) One video of the learning
- 4) CSEC- E-learning
- 5) Cultural diversity
- 6) Clients (Children) Rights and Non Discrimination
- 7) Indian Child Welfare Act
- 8) Five Acres Info Systems
- 9) Relias Courses

6.12 Residential Direct Service – In Service Training Program/ICPM Leadership and Supervisor Training Program, and ICPM Train the Trainer

- 1) Annual one-year training calendar
- 2) Updates to the one-year training calendar at 6 month intervals
- 3) One set of all Training Materials (Leader guide and curriculum for each topic covered and sign-in sheets *

*Sign-in sheets must include the training subject, trainer name, location, duration of training, the attendees name, title and position within Five Acres, office number and email address.

- 4) A quarterly summary report on the completed level one assessments for each in-service training session should be submitted to the County.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT



STATEMENT OF WORK
FOR
HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

STATEMENT OF WORK

TABLE OF CONTENTS

<u>PART</u>		<u>PAGE</u>
A.	INTRODUCTION	3
	1.0 PREAMBLE.....	3
	2.0 OVERVIEW AND BACKGROUND	3
	3.0 COUNTY PRIORITIES FOR CHILDREN	4
	4.0 CORE PRACTICE MODEL	4
	5.0 PROGRAM GOALS	5
	6.0 PROGRAM REQUIREMENTS.....	6
	7.0 PROGRAM REPORTING REQUIREMENTS	6
B.	EXHIBIT	
	Exhibit A-1, California Department of Social Services Documents	

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

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 a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence 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 among COUNTY departments/agencies, community, and contracting partners.

2.0 OVERVIEW AND BACKGROUND

California Assembly Bill (AB) 1453 (Soto, Chapter 466, Statutes of 2007), amended by AB 2129 (Bass, Chapter 594, Statutes of 2010), authorized a multi-year pilot demonstration project to eventually transform California's current system of long-term, congregate care into a system of Open Doors Residentially Based Services (RBS) programs that would reduce the length of time in group care and improve permanency outcomes for youth. This would be accomplished by combining short-term, intensive, residential treatment interventions with community-based services aimed at reconnecting foster children to their families and communities. The goal of RBS is to accomplish this without increasing costs to the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program by producing savings from reduced lengths of stay in high cost group care to off-set increased up-front costs.

Ten agencies were involved in the RBS pilot across four counties (Los Angeles, Sacramento, San Bernardino, and San Francisco Counties). Los Angeles had three pilot agencies and compared to other counties statewide, served the largest number of children in the pilot.

Based on the preliminary evidence of positive changes for a number of dimensions important to the target population of RBS, this pilot was a factor that triggered the Continuum Care Reform (CCR) and shaping Short Term Residential Therapeutic Program (STRTP).

This is for the one-time program expenditure of RBS Cost Savings.

- 2.1 California Department of Social Services (CDSS) approved this expenditure plan
- 2.2 CCR Implementation
- 2.3 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status is prohibited in the California foster care system.

3.0 COUNTY PRIORITIES FOR CHILDREN

COUNTY has established the following priorities for their children: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for well-being.

CONTRACTOR shall provide data related to COUNTY's priorities.

- 3.1 Safety: Safety is defined as freedom from abuse and neglect as defined in the PEN, Section 11165.5.
- 3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining a child in the home, reunification, adoption, or legal guardianship.
- 3.3 Access to Effective and Caring Services for Well-Being: COUNTY's goal is to ensure children receive services as identified through the Child and Family Team (CFT) in the spirit of the Core Practice Model (CPM) to improve their level of functioning in the areas of education/career planning; transition out of foster care; physical; behavioral; social and emotional well-being; and self-sufficiency.

4.0 CORE PRACTICE MODEL

The CPM prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The CPM is a deeper way to

work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family. The strategies of this model include:

- Engagement: This is an opportunity to hear the family, build trust, show empathy, and honor the family's voice and choice.
- Teaming: Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
- Assessment and Understanding: Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture and empowers families.
- Planning and Intervention: Allows for the crafting of tailored services and attention to individual underlying needs.
- Tracking and Adapting: Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans, and creates an opportunity to make adjustments using team assessments, so plans can evolve to achieve long-term goals.

The CPM is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families.

5.0 PROGRAM GOALS

As approved by CDSS Foster Care Audits and Rates Branch (FCARB) (Exhibit A-1), following are the program goals:

- 5.1 Improve residential facility at 2933 El Nido Drive, Altadena, CA 91001
- 5.2 Hire two Peer Support Specialist to conduct family finding and support reunification
- 5.3 Provide employment training to foster youth
- 5.4 Develop Gardening Farm to Table program
- 5.5 Provide STRTP training for agency staff

6.0 PROGRAM REQUIREMENTS

There are five specific program deliverables from Hathaway-Sycamores for these services:

- 1) Cottage refurbishment, painting, flooring and furniture, etc. as detailed in the CDSS FCARB approval (Exhibit A-1);
- 2) The duty statement, job description, employment packet and confirmation of the total time worked in the first 90 days of employment for each of the two Peer Support Specialist;
- 3) Supporting documentation verifying the paid Internships and Workforce Development Training provided to County of Los Angeles Youth. This documentation should include the total number of youth and the timeframe for their work force development services and paid internships with a report detailing this project and an evaluation of the program effectiveness of this approach;
- 4) Duty statement, job description, employment packet and documentation supporting completion of the first 90 days of employment of the one Master Gardner; and
- 5) STRTP Training for agency staff to include, but no limited to STRTP readiness, implementation and continuing and on-going education, training and coaching for agency staff.

7.0 PROGRAM REPORTING REQUIREMENTS

- 7.1 Number of youth enrolled to receive paid Internships, Internship curriculum, and skills learned. Number of youth provided with training on interviewing techniques and skills.

List of youth and activities designed to promote, or remove barriers to, employment.
- 7.2 Completion document issued by the General Contractor.
- 7.3 Hathaway-Sycamores Board of Directors written acknowledgement of Project completion that includes a list of all project elements. (cottage and bathroom refurbishment and garden equipment and staff start dates). Resume and job descriptions for the Peer Support Specialists.
- 7.4 Before and after photographs of the cottages and bathrooms, and list of all equipment purchased for the garden with receipts.



WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

September 5, 2018

Debra K. Manners, Agent for Service of Process
Hathaway-Sycamores Child and Family Services
100 West Walnut Street, Suite 375
Pasadena, California 91124

Dear Ms. Manners:

This is in response to an electronic mail (e-mail) request dated January 26, 2018, initiated by Dianna Flagg, Section Manager, County of Los Angeles (CLA) Department of Children and Family Services, Contracts Administration Division-Contract Compliance Section, on behalf of Hathaway-Sycamores Child and Family Services (HSCFS). The e-mail request is for California Department of Social Services (CDSS) Capital Expenditure-Prior Approval, for HSCFS to use Federal Title IV-E Aid to Families with Dependent Children-Foster Care (AFDC-FC) funds identified in the CLA-Residentially Based Services (RBS) Open Doors Program Savings Distribution and Procurement by Negotiation (PBN) Contracts. HSCFS is requesting approval of a capital expenditure in the amount of \$347,807, for the following residential facility improvement at the 2933 El Nido Drive, Altadena, California 91001 address:

- To upgrade the furnishings that will meet the standards for a residential facility including suicide safe features; creating a clean, comfortable and homelike environment will help in the healing process for children who have experienced trauma and will demonstrate that they are cared for and valued. HSCFS will improve their living environment by painting all the bedrooms and provide new furnishings (new flooring, rugs, desk, desk chairs, wardrobe, bedding, mattresses).
- To reconfigure the restrooms, so that more than one child can use the facility at a time; this will also enhance the facilities suicide safety features such as breakaway showerheads and water-saving fixtures.
- To provide ongoing repairs and maintenance as well as replacing broken windows and other items that need to be replaced for the safety and comfort of the children (towels, sheets and other linens). Due to the population HSCFS serves (hardest to place youth in LA), damage often occurs to the campus facilities.

Hathaway-Sycamores Child and Family Services
Page Two

HSCFS is a mental health and child welfare agency with 10 locations throughout California, serving vulnerable children and families in need. Each year HSCFS impacts the lives of children, young adults and families facing serious life challenges or those who have been traumatized by family and community violence. HSCFS services include residential treatment, transitional shelter care, foster care and adoption, transitional living assistance for emancipated foster youth, outpatient and school-based mental health services, wraparound/in-home services, psychiatric services, psychological testing, grief counseling, educational support services, and after school tutoring/enrichment. In a letter issued by CDSS-Foster Care Audits and Rates Branch on November 13, 2013, HSCFS was identified as one of the three service providers approved to participate in the Los Angeles County's RBS Pilot Program. The RBS Agreement between CDSS and CLA was further explained in the Memorandum of Understanding signed on July 20, 2010, which is attached hereto.

In accordance with Title 2 Code of Federal Regulations (CFR), Part 200, Subpart E - Cost Principles, General Provisions for Selected Items of Cost, section 200.439(b)(3), Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency or pass-through entity. Also, CDSS' Manual of Policies and Procedures section 11-404.2 states, in part, that "Once the care and supervision needs of the children commensurate with the paid rate have been rendered, any unexpended AFDC-FC funds at the end of the program's fiscal year, may be retained by the non-profit corporation operating the group home and/or FFA program, regardless of the fiscal year for which they were received. When expended, these funds shall be used to provide activities that serve or benefit California foster care children...". Moreover, Title 2, CFR, Part 200, Subpart D – Post Federal Award Requirements, Property Standards, section 200.311(c)(3) states, "(c) Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives: (3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property".

After a comprehensive review and gathering of all necessary documents that HSCFS submitted, including the Statement of Reasons, Support letter from the CLA, Financial and Bank statements, Board of Directors approval, and other supporting documentation, CDSS has approved the use of AFDC-FC funds, not to exceed \$347,807, for the residential facility improvements as specified above and in the written statement of work submitted to CDSS.

Hathaway-Sycamores Child and Family Services
Page Three

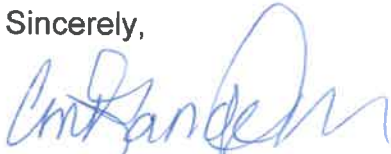
As described in the statement of work, the residential facility improvements will allow a more effective way to continuously serve the children and residents of HSCFS. Any other use of the funds will void this approval.

Therefore, as part of this agreement, HSCFS must provide to CDSS' Program and Financial Audits Bureau copies of the following documents: a completion document issued by the General Contractor, Board of Directors Acknowledgement of Project completion, and photos of the completed project(s).

Finally, this approval does not ensure that the actual expenditures will be allowable. If CDSS were to conduct an audit that included the period of your renovation, the specific expenditures would be evaluated to determine if they are reasonable, allowable, and supported by adequate documentation and whether Title 2 Code of Federal Regulations are being adhered to.

If you have any questions, please call Mona Santos, General Auditor III, Policy and Support Unit, at (916) 651-3964.

Sincerely,



CONSTANCE M. RANGEL, Bureau Chief
Program and Financial Audits Bureau
Foster Care Audits and Rates Branch

Enclosure

c: Ezra Evangelista
Assistant Vice President, Finance
Hathaway-Sycamores Child and Family Services
100 West Walnut Street, Suite 375
Pasadena, California 91124

Dianna Flaggs, Section Manager
County of Los Angeles-DCFS
Contracts Administration Division-Contract Compliance Section
3530 Wilshire Boulevard, 5th Floor-#524
Los Angeles, California 90010

From: Diana Flaggs
Sent: Friday, January 26, 2018 2:33 PM
To: Treadwell, Cheryl@DSS; deborah.pearce@dss.ca.gov; 'John.Sanfilippo@dss.ca.gov'; michael.white@dss.ca.gov; Michael Ford (Michael.Ford@dss.ca.gov); Richardson, Vincent@DSS; Afiff, Hasyim@DSS
Cc: Kym Renner; Helen Berberian; Leticia Torres-Ibarra; Eddie Ota; Jennifer Hottenroth
Subject: Request for CDSS Approval of County of LA RBS Open Doors Savings Distribution and PBN Contracts with three RBS Open Doors Contractors with approval of the noted exceptions and request for Use of Funds
Attachments: RBS Adopted BL with Attachments.pdf; Attachment A RBS fiscal cost review report 9-29-2015.pdf; 2017-05-03 14 05 DCFS RBS Reconciliation Final Report (Issued).pdf; RBS Program Savings Distribution Plan Attachment B.pdf; RBS Program Savings Expenditure Request LA County Attachment A.pdf

Greetings and belated Happy New Year to our CDSS Collaborating Partners, Cheryl, Deb, John, Michael White, Michael Ford, Vince, and Hasyim,

This email is the request for CDSS Approval of the County of Los Angeles Residentially Based Services (RBS) Open Doors Program Savings Distribution Plan and Issuance (by the County of LA) of three Procurement by Negotiation (PBN) Contracts totaling **\$3,721,358** with the three RBS Open Doors Contractors for the Services and Supports to expend those Program Savings with approval of the noted exceptions and request for CDSS Approval of the Use of Funds.

The 50 percent RBS Program Savings are allocated as follows: **\$1,690,552.** to Five Acres- The Boys' and Girls' Aid Society of Los Angeles County, **\$ 868,793.** to Hathaway-Sycamores Child and Family Services and **\$1,162,013.** to Hillsides.

The County is also requesting CDSS approval to amend these contracts both the Statement of Work deliverables and the budget and payment exhibits if needed for future expenditures of identified 50 percent RBS Program Savings in the reconciliations for the periods beginning December 2, 2014 through December 1, 2016 and to the end of the County of Los Angeles' RBS Open Door's Pilot.

The County is requesting (1) emails confirming receipt of this email and to let us know if you would like us to schedule a conference call to discuss any aspects of this request and to receive confirmation of approval from Cheryl, Deb and Michael. (2) an expedited review to facilitate and support our RBS Providers in their implementation of their STRTP Programs. Please let me know if you would like to schedule a conference call to discuss this request.

Background

As you may recall the County of Los Angeles Open Doors Residentially Based Pilot included in its voluntary agreement a provision to share any identified Program Savings fifty percent with the three RBS Open Door Contractors. This is discussed the **RBS Adopted BL with Attachments** as approved by the County of Los Angeles BOS on July 6, 2010 and is in the RBS MOU between the County of LA and CDSS.

CDSS requires in the RBS MOU among other deliverables (a) the County of Los Angeles Auditor-Controller to complete annual cost audits of each of the three RBS Contractors (b) and the A-C completes a cost reconciliation at the end of each 2 year RBS Open Doors pilot period. The results of the fiscal cost reviews completed for December 2 2010-December 1 2012 are in **Attachment A** RBS fiscal cost review report 9 29 2015 and for the December 2, 2012 – December 1 2014 are in the **DCFS RBS Reconciliation Final Report**. The other attachments to this email are the RBS Program Savings Distribution

Plan providing information to the RBS Contracted Providers on the Program Savings Distribution Plan (Attachment B), followed by the three RBS Program Savings Expenditure Request.

To date two of Cost Reconciliations have been completed with the results of each identifying the 50 percent of the to date RBS identified savings as. with the following allocations:

Chart 1 - RBS 4-year Programs Savings December 2 2010-December 1 2014

	Five Acres	Hathaway-Sycamores	Hillsides
Number of children who met the criteria	47	30	36
Program Savings	\$ 3,381,104	\$ 1,737,584	\$ 2,324,024
50% of Program Savings (numbers are rounded up)	\$ 1,690,552	\$ 868,793	\$ 1,162,013

CDSS Approvals Requested

- (1) Authorize the County of Los Angeles BOS to delegate authority to the Director of the Department of Children (or designee) and Family Services and the Chief Probation Officer (or designee) to contract using the Procurement by Negotiation (PBN) process detailed in 23-600- 650.17 –other innovative methods of selection with the three * LA County RBS Contractors to utilize the fifty percent of the RBS Program Savings identified by the County of Los Angeles Auditor-Controller for their transition and facility readiness from RBS and Group Home to Short Term Residential Therapeutic Program (STRTP)
 - a. Authorize the PBN contract with **Five Acres- The Boys’ and Girls’ Aid Society of Los Angeles County** to use these one-time RBS Program Savings of **\$1,690,552.** For: staff development with the creation of a three year STRTP Staff Training Program that encompasses the California Integrated Core Practice Model with the following deliverables: (1) Residential Division Training Policy, (2) Residential Division New Hire Training Program (Initial Training – 2 week duration), (3) Residential Direct Service In-Service Training Program, (4) Integrated Core Practice Model (ICPM) Leadership and Supervisor Training (**8 hours duration**), (5) ICPM Train the Trainer Program (**10 hours**) (6) ICPM Schedule for Current Residential Employees (**10 hours**) (7) Residential Division Annual and Recurring Training Plan Updates (8) Residential T4T Program and Trainer Selection Process (9) Beginner, Intermediate and Advanced Crisis Intervention Training (**Pro Act - 16 hour initial and 4 hour recertification in service**). We note Five Acres is accredited by the **Council on Accreditation (COA)**.
 - b. Authorize the PBN contract with **Hathaway-Sycamores Child and Family Services** to use these one-time RBS Program Savings of **\$868,793.** For: (1) Reunification Support, Hathaway-Sycamores will hire two additional Peer Support Specialists to conduct family findings and support reunification. (2) Employment Training – Vocational Internship Program with workforce training, paid internships and employment support for foster youth at the El Nido Residential Campus and via its Cali Squad silk screening program. (3) Gardening Farm to Table program for the Master Gardener and requisite program equipment and supplies. (4)STRTP readiness, implementation and continuing and on-going Education, Training and Coaching for Hathaway-Sycamores staff. (5) Facility Improvements with furnishings that meet the standards for residential facilities including suicide safe features. Painting and providing new furnishing in all bedrooms, new flooring, rugs, desks and chairs, wardrobes, bedding and mattresses. This will include some expenditures for ongoing repairs, maintenance, replacing towels,

sheets and other linens. We note Hathaway-Sycamores is **accredited** by the **Joint Commission**, and has the All Children- All Families Seal of Recognition for their work with LGBT Youth.

- c. Authorize the PBN contract with **Hillsides** to use these one-time RBS Program Savings of **\$1,162.013**. For:
 - (1) Vocational Enhancement – expanding Hillsides vocational training in food service and hospitality for Residential and Transitional Age Youth by replacing Hillsides outdated kitchen with a commercial facility with both a catering and teaching kitchens.
 - (2) Hiring two family finders serving all Hillsides youth in both their residential and foster family agency program, similar to the RBS family finding.
 - (3) Educational Enhancement, hiring two Teacher Assistants to support youth as they transition into the Hillsides STRTP Program.
 - (4) Capital Project Description to replace (built approximately 100 years ago in the 1920s) and relocate within the main Residential facility in Pasadena, CA, the kitchen and dining area. This includes the addition of a Test Kitchen for the Vocational Enhancement as a part of the Hillsides student center under construction. We note Hillsides is **accredited** by the **Council on Accreditation (COA)**.
- (2) Authorize the County of Los Angeles BOS to delegate authority to the Director of the Department of Children and Family Services (or designee) and the Chief Probation Officer (or designee) to amend these PBN contracts pursuant to CDSS MPP 23-600, 23-604.4.42, provided the amendment is for allowable Use of Funds as stipulated in the Uniform Administrative Requirements in 2 Code of Federal Regulations Section 200 et.al and as stated in CDSS Foster Care Audits and Rates Letter (FCARL 2015-01) issued July 9, 2015, and the applicable Use of Funds in the CDSS Manual of Policy and Procedures (MPP) for AFDC-FC funds. If any proposed expenditures require CDSS approval the County DCFS will obtain that approval prior to executing the amendments.
- (3) Authorize Five Acres – to revised their budget elements to clearly identify the total number of employees and the total number of hours each employee will spend receiving its new STRTP Staff development Training during the three year term of the proposed contract and to confirm what of the STRTP Training curriculum was
- (4) Authorize Hathaway-Sycamores Child and Family Services to include in their RBS Savings utilization a portion of the funds for the facility improvements identified in number 1b above and to reallocate as necessary their budget elements in their summary budget and budget narrative to ensure all the bedrooms are repainted, and receive new furnishing, beds, bedding, mattresses, flooring, rugs, desks with desk chairs, and wardrobes with replacement towels, sheets, and other linens and some costs used for ongoing repairs, and maintenance.
- (5) Authorize Hillsides to include in their RBS Savings utilization a portion of the funds for the facility improvements identified in number 1c above and to reallocated as necessary their budget elements (from facility and lease costs) and budget narrative to ensure both the replacement and relocation of the main facility kitchen and dining room and the building of the new Test Kitchen for the Vocational Enhancement

Sincerely,

Diana

Diana Flagg, Section Manager
Administrative Support Bureau Contracts Administration Division
Contract Compliance
3530 Wilshire Blvd. 5th Floor - # 524
Los Angeles, CA 90010

Office: (213) 351-0238
Email: flaggd@dcfs.lacounty.gov

“DCFS Vision: Children Thrive in Safe Families and Supportive Communities”

"To enrich lives through effective and caring service"

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT



STATEMENT OF WORK
FOR
HILLSIDES

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

STATEMENT OF WORK

TABLE OF CONTENTS

<u>PART</u>		<u>PAGE</u>
A.	INTRODUCTION	3
	1.0 PREAMBLE.....	3
	2.0 OVERVIEW AND BACKGROUND	3
	3.0 COUNTY PRIORITIES FOR CHILDREN	5
	4.0 CORE PRACTICE MODEL.....	5
	5.0 PROGRAM GOALS.....	6
	6.0 PROGRAM REQUIREMENTS.....	6
	7.0 PROGRAM REPORTING REQUIREMENTS	8

B. EXHIBIT

Exhibit A-1, California Department of Social Services Documents

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESIDENTIALLY BASED SERVICES (RBS)
COST SAVINGS CONTRACT**

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 a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence 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 among COUNTY departments/agencies, community, and contracting partners.

2.0 OVERVIEW AND BACKGROUND

California Assembly Bill (AB) 1453 (Soto, Chapter 466, Statutes of 2007), amended by AB 2129 (Bass, Chapter 594, Statutes of 2010) authorized a multi-year pilot demonstration project to eventually transform California's current system of long-term, congregate care into a system of Open Doors Residentially Based Services (RBS) programs that would reduce the length of time in group care and improve permanency outcomes for youth. This would be accomplished by combining short-term, intensive, residential treatment interventions with community-based services aimed at reconnecting foster children to their families and communities. The goal of RBS is to accomplish this without increasing costs to the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program by producing savings from reduced lengths of stay in high cost group care to off-set increased up-front costs.

Ten Group Home Foster Care Providers were involved in this RBS pilot across four counties (Los Angeles, Sacramento, San Bernardino, and San Francisco Counties).

The County of Los Angeles pilot was these three provider agencies and compared to other counties statewide, served the largest number of children and youth in the pilot.

Some of the preliminary results of this pilot were included in the Continuum Care Reform (CCR), and development of the Short Term Residential Therapeutic Program (STRTP).

This is for the one-time program expenditure of one half of the program savings as identified by the County of Los Angeles Auditor-Controller for on the County of Los Angeles RBS pilot provider, Hillside.

Accredited by the Council on Accreditation, Hillside, was founded in 1913 as an orphanage and today provides mental health, education and social services for youth and families at a 17-acre campus in Pasadena and over 30 community-based sites in Greater Los Angeles, East Los Angeles, San Gabriel Valley, and Antelope Valley. Together with their affiliate, Bienvenidos operating the following:

Residential Treatment Services: an acute care facility located on the main campus providing short-term therapeutic treatment for children 6-18 years.

Hillside Education Center (HEC): an accredited, therapeutic K-12 day school on our main campus for children with significant emotional and learning disorders.

Family Resource Centers: community-based sites throughout Los Angeles County offering crisis intervention, mental health care, economic development and parenting education for at-risk families services.

Youth Moving On (YMO): a one-stop shop for transition-aged youth, 16-25 year olds emancipating from the foster care and/or probation systems, providing comprehensive mental health, case management, workforce development and housing support.

Bienvenidos Foster Care and Adoptions: providing foster care and adoption services for children and siblings ranging from newborn to 21 years old who cannot remain with their birth parents.

2.1 The California Department of Social Services (CDSS) – Foster Care Audits and Rates Bureau (FCARB) approved this expenditure plan identifying several of the required deliverables. That approval is attached as Exhibit A-1.

- 2.2 Hillside is using this one-time savings toward its overall CCR Implementation costs including facility upgrades as pre-approved by CDSS.
- 2.3 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status is prohibited in the California foster care system.

3.0 COUNTY PRIORITIES FOR CHILDREN

COUNTY has established the following priorities for their children: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for well-being.

CONTRACTOR shall provide data related to COUNTY’s priorities.

- 3.1 Safety: Safety is defined as freedom from abuse and neglect as defined in the California Penal Code Section 11165.5.
- 3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining a child in the home, reunification, adoption, or legal guardianship.
- 3.3 Access to Effective and Caring Services for Well-Being: COUNTY’s goal is to ensure children receive services as identified through the Child and Family Team (CFT) in the spirit of the Core Practice Model (CPM) to improve their level of functioning in the areas of education/career planning; transition out of foster care; physical; behavioral; social and emotional well-being; and self-sufficiency.

4.0 CORE PRACTICE MODEL

The CPM prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The CPM is a deeper way to work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family. The strategies of this model include:

- Engagement: This is an opportunity to hear the family, build trust, show empathy, and honor the family’s voice and choice.
- Teaming: Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
- Assessment and Understanding: Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture

and empowers families.

- Planning and Intervention: Allows for the crafting of tailored services and attention to individual underlying needs.
- Tracking and Adapting: Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans, and creates an opportunity to make adjustments using team assessments, so plans can evolve to achieve long-term goals.

The CPM is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families.

For more information, the CONTACTOR may refer to the Pathways to Mental Health Services Core Practice Model Guide and COUNTY's CPM website (see Exhibit A-1, Reference Links).

5.0 PROGRAM GOALS

As approved by CDSS Foster Care Audits and Rates Branch (FCARB) (Exhibit A-1), following are the program goals:

- 5.1 Capital Refurbishment to build a commercial kitchen;
- 5.2 Hire two Family Finders;
- 5.3 Hire two Teaching Assistants to work with the children and youth in the STRTP; and
- 5.4 Hire one Vocational Trainer for the Vocational program including the teaching kitchen; and
- 5.5 Provide paid Internships for 60 children, youth, and non- minor dependents.

6.0 PROGRAM REQUIREMENTS

- 1) Capital Refurbishment
The Capital Refurbishment consists of upgrading the kitchen facility, replacing it with a modern, commercially-equipped facility featuring both a catering kitchen and a teaching kitchen for onsite vocational training.
- 2) Family Finders-Family Finding, Identifying, Developing, and Maintaining Important Relationships

The Family Finder will initiate family finding and engagement practices upon placement to assist the placed children, and Transitional Aged Youth in identifying, developing, and maintaining important relationships, provided that these relationships are in the child's best interests and are consistent

with COUNTY Case Plan. The Family Finder shall assist the COUNTY Worker in identifying these individuals as potential permanency resources.

For a youth 16 years of age or older, the family finder shall assist the youth and the COUNTY Worker in identifying a caring adult that will help the child prepare for transition to self-sufficiency.

Focusing on the children in Short-Term Residential Treatment Program (STRTP) and our youth being served in the Bienvenidos Foster Family Agency Hillside seeks to compliment the Family Finding Program currently being paid through the RBS program.

The Family Finder must be at least 21 years of age, have a Bachelor of Arts or Sciences Degree from an accredited university, and must demonstrate the following knowledge, skills, and abilities:

- Knowledge and understanding of the needs of children served in a children's residential setting;
- Skills and ability to engage and develop a rapport with children and families who have various backgrounds;
- Skills and ability to provide consistency and behavioral limits through relationship-based interventions; and
- Skills to communicate effectively with the ability to solve problems in a collaborative manner

3) Educational Enhancement

Hillside will staff a classroom in the Hillside Education Center with two Teaching Assistants providing stabilization and educational support as the children and youth transition into the Hillside Program. This will effectively stabilize the child and significantly improve the chances for success for treatment during a shortened length-of-stay.

4) Vocational Training

Hillside will staff the Education Program with one Vocational Trainer who will provide one-on-one Vocational Training for approximately 40 children and youth in the Hillside Residential STRTP and 25 Non Minor Dependents in the Youth Moving On (YMO) Programs. This training will utilize the World of Work (WOW) curriculum which will provide life skills for the children and youth transitioning away from the residential program. Age appropriate youth that can obtain a work permit and successfully complete the WOW program, may enter into a paid internship with mentorship. The paid internships are available through an existing network of local businesses who support the program. Hillside staff will provide the oversight of the youth at the internship sites, including evaluations, frequent

check ins, and unplanned removal from the internships if needed. Volunteers provide additional mentorship to maintain the internship placement successfully.

- 5) Paid internships will be provided to a minimum of 60 children, youth or non-minor dependents per year. Hillside will provide a vocational training program in food service and hospitality for Residential and transitional aged youth. This program will handle all student and resident meals along with internal meeting event catering.

7.0 PROGRAM REPORTING REQUIREMENTS

Contractor shall provide the following;

- 1) Completion document issued by the General Contractor. Hillside Board of Directors written acknowledgement of Project completion. Before and after photographs.
- 2) Duty Statement and Employment package including resume, reference verification, start date and the first 90 days completed work schedule for the Two Family Finders. Family Finder and list of children ages 10 and older receiving services shall provide a report on those services provided at 90 days for the first 90 days of this contract due 120 days after the contract is effective and 180 days of this contract due 210 days after this contract is effective.
- 3) Duty Statement and Employment package including resume, reference verification, start date and the first 90 days completed work schedule for the Two Teaching Assistants working with the children and youth in the STRTP.
- 4) Duty Statement and Employment package including resume, reference verification, start date and the first 90 days completed work schedule for the Vocational Trainer working with the STRTP and YMO youth. Contractor shall utilize the World of Work (WOW) curriculum developed by Columbia School of Social Work in conjunction with the Los Angeles Transitional Aged Youth (TAY) Collaborative. Prior to the start date, CONTRACTOR shall provide COUNTY with a copy of the Program that includes a program description, objectives, target population, and program curriculum.
- 5) Supporting documentation of the active participation and completion of the Paid Internship program with the outcome results for 60 youth or non-minor dependents.
- 6) Provide an annual report of the client outcomes and results for the paid internships.



WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

April 16, 2018

Joseph Costa, Agent for Service of Process
HILLSIDES
815 Colorado Boulevard, #300
Los Angeles, CA 90041

Dear Mr. Costa:

This is in response to an electronic mail (e-mail) request dated January 26, 2018, initiated by Dianna Flagg, Section Manager, County of Los Angeles (CLA) -Department of Children and Family Services, Contracts Administration Division-Contract Compliance Section, on behalf of HILLSIDES. The e-mail request is for California Department of Social Services (CDSS) Capital Expenditure-Prior Approval, for HILLSIDES to use the Federal Title IV-E Aid to Families with Dependent Children-Foster Care (AFDC-FC) funds identified in the CLA-Residentially Based Services (RBS) Open Doors Program Savings Distribution and Procurement by Negotiation (PBN) Contracts. HILLSIDES is requesting approval of a capital expenditure in the amount of \$666,879 to improve their dining/kitchen facility at 940 Avenue 64, Pasadena, California, 91105; as part of the on-going construction project that replaces an old building, wherein they will relocate and incorporate the kitchen and dining room.

HILLSIDES Education Center is an accredited, therapeutic K-12 day school for children with significant emotional and learning disorders; and in a letter issued by CDSS-Foster Care Audits and Rates Branch on November 13, 2013, HILLSIDES was identified as one of the three service providers approved to participate in the Los Angeles County's RBS Pilot Program. The RBS Agreement between CDSS and CLA was further explained in the Memorandum of Understanding signed on July 20, 2010, which is attached hereto.

In accordance with Title 2 Code of Federal Regulations (CFR), Part 200, Cost Item 200.439(b)(3), Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency or pass-through entity. Also, CDSS' Manual of Policies and Procedures section 11-404.2 states, in part, that "Once the care and supervision needs of the children commensurate with the paid rate have been rendered, any unexpended AFDC-FC funds at the end of the program's fiscal year may be retained by the non-profit corporation operating the group home and/or FFA program, regardless of the fiscal year for which they were received.

APP 20180416

When expended, these funds shall be used to provide activities that serve or benefit California foster care children...". Moreover, Title 2, CFR, Part 200.311(c)(3) states, "(c) *Disposition*. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives: (3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property". Emphasis added.

After a comprehensive review of all the documents HILLSIDES submitted, including the Statement of Reasons, Support letter from the CLA, Financial and Bank statements, Board of Directors approval, and other supporting documentation, CDSS has approved the use of AFDC-FC funds not to exceed \$666,879 for the improvements of the HILLSIDES facility dining and kitchen area as specified in the written request. As described in the statement of reasons, the renovation will allow a more effective way to continuously serve the children and residents of HILLSIDES. Any other use of the funds will void this approval.

Therefore, as part of this agreement, HILLSIDES must provide to CDSS' Program and Financial Audits Bureau copies of the following documents: a completion document issued by the General Contractor, Board of Directors Acknowledgement of Project completion, and photos of the completed project(s).

Finally, this approval does not ensure that the actual expenditures will be allowable. If CDSS were to conduct an audit that included the period of your renovation, the specific expenditures would be evaluated to determine if they are reasonable, allowable, and supported by adequate documentation and whether Title 2 Code of Federal Regulations are being adhered to.

If you have any questions, please call Mona Santos, General Auditor III, Policy and Support Unit, at (916) 651-3964.

Sincerely,



CONSTANCE M. RANGEL, Bureau Chief
Program and Financial Audits Bureau
Foster Care Audits and Rates Branch

Hillsides
Page Three

Enclosure

c: Joseph Costa, President and Chief Executive Officer
HILLSIDES
940 Avenue 64
Pasadena, CA 91105

Dan Braun, Chief Financial Officer
HILLSIDES
815 Colorado Blvd., Suite #300
Los Angeles, CA 90041

Dianna Flagg, Section Manager
County of Los Angeles-DCFS
Contracts Administration Division-Contract Compliance Section
3530 Wilshire Boulevard, 5th Floor-#524
Los Angeles, CA 90010

From: Diana Flaggs
Sent: Friday, January 26, 2018 2:33 PM
To: Treadwell, Cheryl@DSS; deborah.pearce@dss.ca.gov; 'John.Sanfilippo@dss.ca.gov'; michael.white@dss.ca.gov; Michael Ford (Michael.Ford@dss.ca.gov); Richardson, Vincent@DSS; Afiff, Hasyim@DSS
Cc: Kym Renner; Helen Berberian; Leticia Torres-Ibarra; Eddie Ota; Jennifer Hottenroth
Subject: Request for CDSS Approval of County of LA RBS Open Doors Savings Distribution and PBN Contracts with three RBS Open Doors Contractors with approval of the noted exceptions and request for Use of Funds
Attachments: RBS Adopted BL with Attachments.pdf; Attachment A RBS fiscal cost review report 9-29-2015.pdf; 2017-05-03 14 05 DCFS RBS Reconciliation Final Report (Issued).pdf; RBS Program Savings Distribution Plan Attachment B.pdf; RBS Program Savings Expenditure Request LA County Attachment A.pdf

Greetings and belated Happy New Year to our CDSS Collaborating Partners, Cheryl, Deb, John, Michael White, Michael Ford, Vince, and Hasyim,

This email is the request for CDSS Approval of the County of Los Angeles Residentially Based Services (RBS) Open Doors Program Savings Distribution Plan and Issuance (by the County of LA) of three Procurement by Negotiation (PBN) Contracts totaling **\$3,721,358** with the three RBS Open Doors Contractors for the Services and Supports to expend those Program Savings with approval of the noted exceptions and request for CDSS Approval of the Use of Funds.

The 50 percent RBS Program Savings are allocated as follows: **\$1,690,552.** to Five Acres- The Boys' and Girls' Aid Society of Los Angeles County, **\$ 868,793.** to Hathaway-Sycamores Child and Family Services and **\$1,162,013.** to Hillsides.

The County is also requesting CDSS approval to amend these contracts both the Statement of Work deliverables and the budget and payment exhibits if needed for future expenditures of identified 50 percent RBS Program Savings in the reconciliations for the periods beginning December 2, 2014 through December 1, 2016 and to the end of the County of Los Angeles' RBS Open Door's Pilot.

The County is requesting (1) emails confirming receipt of this email and to let us know if you would like us to schedule a conference call to discuss any aspects of this request and to receive confirmation of approval from Cheryl, Deb and Michael. (2) an expedited review to facilitate and support our RBS Providers in their implementation of their STRTP Programs. Please let me know if you would like to schedule a conference call to discuss this request.

Background

As you may recall the County of Los Angeles Open Doors Residentially Based Pilot included in its voluntary agreement a provision to share any identified Program Savings fifty percent with the three RBS Open Door Contractors. This is discussed the **RBS Adopted BL with Attachments** as approved by the County of Los Angeles BOS on July 6, 2010 and is in the RBS MOU between the County of LA and CDSS.

CDSS requires in the RBS MOU among other deliverables (a) the County of Los Angeles Auditor-Controller to complete annual cost audits of each of the three RBS Contractors (b) and the A-C completes a cost reconciliation at the end of each 2 year RBS Open Doors pilot period. The results of the fiscal cost reviews completed for December 2 2010-December 1 2012 are in **Attachment A** RBS fiscal cost review report 9 29 2015 and for the December 2, 2012 – December 1 2014 are in the **DCFS RBS Reconciliation Final Report**. The other attachments to this email are the RBS Program Savings Distribution

Plan providing information to the RBS Contracted Providers on the Program Savings Distribution Plan (Attachment B), followed by the three RBS Program Savings Expenditure Request.

To date two of Cost Reconciliations have been completed with the results of each identifying the 50 percent of the to date RBS identified savings as. with the following allocations:

Chart 1 - RBS 4-year Programs Savings December 2 2010-December 1 2014

	Five Acres	Hathaway-Sycamores	Hillsides
Number of children who met the criteria	47	30	36
Program Savings	\$ 3,381,104	\$ 1,737,584	\$ 2,324,024
50% of Program Savings (numbers are rounded up)	\$ 1,690,552	\$ 868,793	\$ 1,162,013

CDSS Approvals Requested

- (1) Authorize the County of Los Angeles BOS to delegate authority to the Director of the Department of Children (or designee) and Family Services and the Chief Probation Officer (or designee) to contract using the Procurement by Negotiation (PBN) process detailed in 23-600- 650.17 –other innovative methods of selection with the three * LA County RBS Contractors to utilize the fifty percent of the RBS Program Savings identified by the County of Los Angeles Auditor-Controller for their transition and facility readiness from RBS and Group Home to Short Term Residential Therapeutic Program (STRTP)
 - a. Authorize the PBN contract with **Five Acres- The Boys’ and Girls’ Aid Society of Los Angeles County** to use these one-time RBS Program Savings of **\$1,690,552.** For: staff development with the creation of a three year STRTP Staff Training Program that encompasses the California Integrated Core Practice Model with the following deliverables: (1) Residential Division Training Policy, (2) Residential Division New Hire Training Program (Initial Training – 2 week duration), (3) Residential Direct Service In-Service Training Program, (4) Integrated Core Practice Model (ICPM) Leadership and Supervisor Training (**8 hours duration**), (5) ICPM Train the Trainer Program (**10 hours**) (6) ICPM Schedule for Current Residential Employees (**10 hours**) (7) Residential Division Annual and Recurring Training Plan Updates (8) Residential T4T Program and Trainer Selection Process (9) Beginner, Intermediate and Advanced Crisis Intervention Training (**Pro Act - 16 hour initial and 4 hour recertification in service**). We note Five Acres is accredited by the **Council on Accreditation (COA)**.
 - b. Authorize the PBN contract with **Hathaway-Sycamores Child and Family Services** to use these one-time RBS Program Savings of **\$868,793.** For: (1) Reunification Support, Hathaway-Sycamores will hire two additional Peer Support Specialists to conduct family findings and support reunification. (2) Employment Training – Vocational Internship Program with workforce training, paid internships and employment support for foster youth at the El Nido Residential Campus and via its Cali Squad silk screening program. (3) Gardening Farm to Table program for the Master Gardener and requisite program equipment and supplies. (4)STRTP readiness, implementation and continuing and on-going Education, Training and Coaching for Hathaway-Sycamores staff. (5) Facility Improvements with furnishings that meet the standards for residential facilities including suicide safe features. Painting and providing new furnishing in all bedrooms, new flooring, rugs, desks and chairs, wardrobes, bedding and mattresses. This will include some expenditures for ongoing repairs, maintenance, replacing towels,

sheets and other linens. We note Hathaway-Sycamores is **accredited** by the **Joint Commission**, and has the All Children- All Families Seal of Recognition for their work with LGBT Youth.

- c. Authorize the PBN contract with **Hillsides** to use these one-time RBS Program Savings of **\$1,162,013**. For:
 - (1) Vocational Enhancement – expanding Hillsides vocational training in food service and hospitality for Residential and Transitional Age Youth by replacing Hillsides outdated kitchen with a commercial facility with both a catering and teaching kitchens.
 - (2) Hiring two family finders serving all Hillsides youth in both their residential and foster family agency program, similar to the RBS family finding.
 - (3) Educational Enhancement, hiring two Teacher Assistants to support youth as they transition into the Hillsides STRTP Program.
 - (4) Capital Project Description to replace (built approximately 100 years ago in the 1920s) and relocate within the main Residential facility in Pasadena, CA, the kitchen and dining area. This includes the addition of a Test Kitchen for the Vocational Enhancement as a part of the Hillsides student center under construction. We note Hillsides is **accredited** by the **Council on Accreditation (COA)**.
- (2) Authorize the County of Los Angeles BOS to delegate authority to the Director of the Department of Children and Family Services (or designee) and the Chief Probation Officer (or designee) to amend these PBN contracts pursuant to CDSS MPP 23-600, 23-604.4.42, provided the amendment is for allowable Use of Funds as stipulated in the Uniform Administrative Requirements in 2 Code of Federal Regulations Section 200 et.al and as stated in CDSS Foster Care Audits and Rates Letter (FCARL 2015-01) issued July 9, 2015, and the applicable Use of Funds in the CDSS Manual of Policy and Procedures (MPP) for AFDC-FC funds. If any proposed expenditures require CDSS approval the County DCFS will obtain that approval prior to executing the amendments.
- (3) Authorize Five Acres – to revised their budget elements to clearly identify the total number of employees and the total number of hours each employee will spend receiving its new STRTP Staff development Training during the three year term of the proposed contract and to confirm what of the STRTP Training curriculum was
- (4) Authorize Hathaway-Sycamores Child and Family Services to include in their RBS Savings utilization a portion of the funds for the facility improvements identified in number 1b above and to reallocate as necessary their budget elements in their summary budget and budget narrative to ensure all the bedrooms are repainted, and receive new furnishing, beds, bedding, mattresses, flooring, rugs, desks with desk chairs, and wardrobes with replacement towels, sheets, and other linens and some costs used for ongoing repairs, and maintenance.
- (5) Authorize Hillsides to include in their RBS Savings utilization a portion of the funds for the facility improvements identified in number 1c above and to reallocated as necessary their budget elements (from facility and lease costs) and budget narrative to ensure both the replacement and relocation of the main facility kitchen and dining room and the building of the new Test Kitchen for the Vocational Enhancement

Sincerely,

Diana

Diana Flagg, Section Manager
Administrative Support Bureau Contracts Administration Division
Contract Compliance
3530 Wilshire Blvd. 5th Floor - # 524
Los Angeles, CA 90010

Office: (213) 351-0238
Email: flaggd@dcfs.lacounty.gov

“DCFS Vision: Children Thrive in Safe Families and Supportive Communities”

"To enrich lives through effective and caring service"

CONTRACTOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor 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. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature of Authorized Person

 Date

 Name and Title of Authorized Person

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION
DATE: _____

EXHIBIT D

CONTRACT NO.: _____

COUNTY PROGRAM DIRECTOR:

Name:

Title:

Address:

Telephone:

Email Address:

COUNTY PROGRAM MANAGER:

Name:

Title:

Address:

Telephone:

Email Address:

COUNTY CONTRACT PROGRAM MONITOR:

Name:

Title:

Address:

Telephone:

Email Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

CONTRACTOR'S PROJECT DIRECTOR (CPD):

Organization Name: _____
Contact Person: _____
Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email Address: _____

ALTERNATIVE CPD:

Contact Person: _____
Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name:

Title:

Street Address:

City, State, Zip:

Telephone:

Email Address:

Name:

Title:

Street Address:

City, State, Zip:

Telephone:

Email Address:

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

**Department of Children and Family Services
Contracts Administration Division
Attn: Contracts Division Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to the Department of Children and Family Services Contracts Administration Division at the above address.

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Signature of Individual Authorized to Bind Contractor in a Contract with 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 contract 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 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 contractors 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 Contractors is provided to the Contractor and Contractor's Staff 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

Contractor Name _____ Employee Name _____

Contract No. _____

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 contractors 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 contractors 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

Contractor Name _____

Non-Employee 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 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 contractors 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 Contractors 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: _____

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

Contractor is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, 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 Contractor is excepted 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.

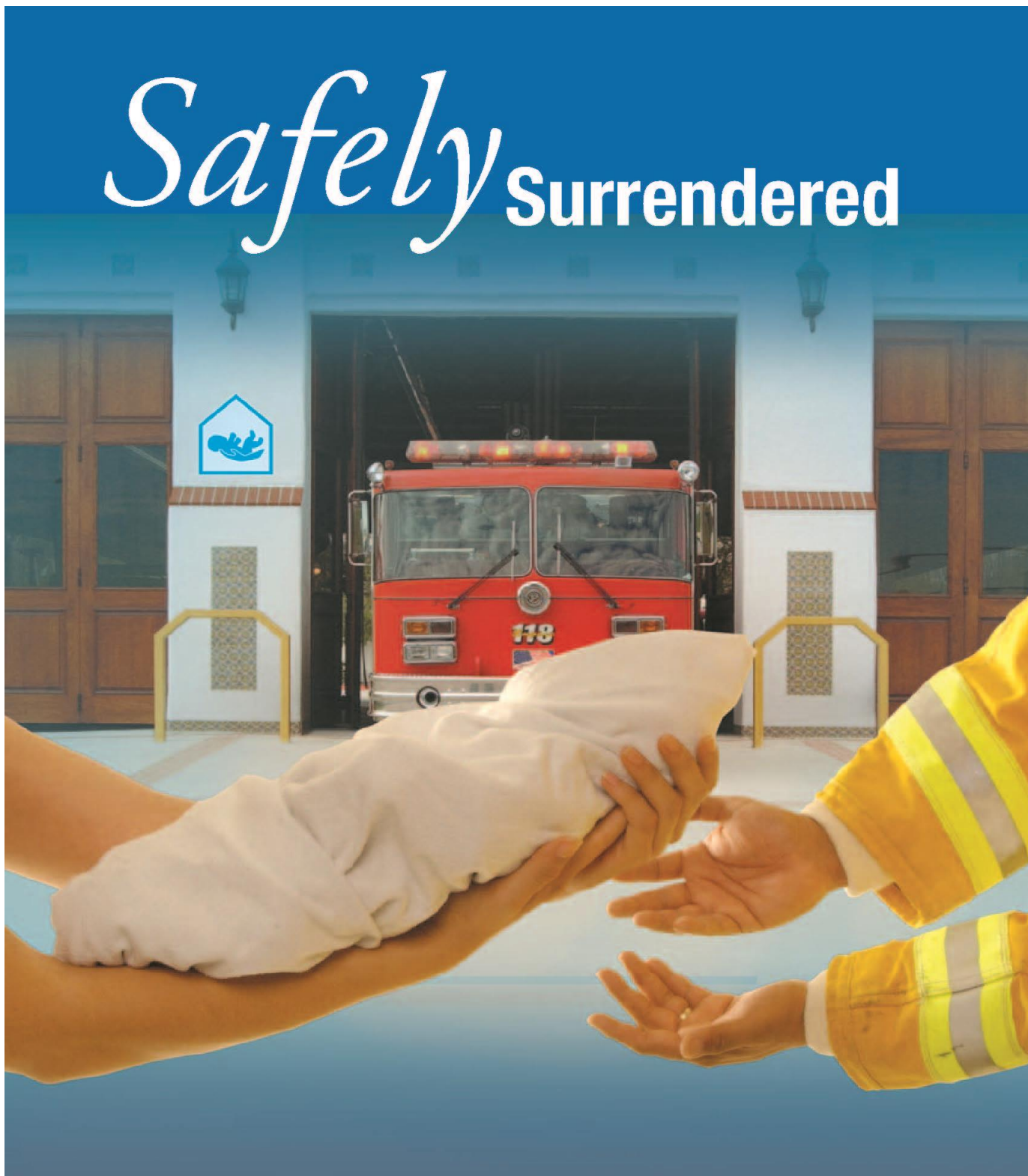
Print Name:	Title:
Signature:	Date:

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?

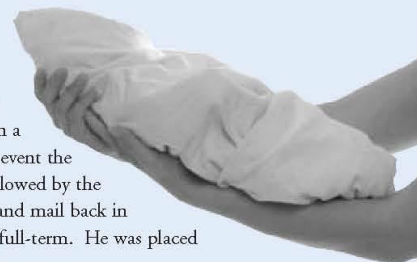
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



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.

- Vendor 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 Vendor 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 (CT-1) when filed.

OR

- Vendor 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 (CT-1 or RRF-1) as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature of Authorized Person

Date

Name and Title of Signer (please print)

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

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

Revision: March 2014

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.2 Prepaid Expenses

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

2.0 Accounting System

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

2.1 General Journal

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

Example:

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

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

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

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

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

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

2.7 CONTRACTOR Invoices

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

3.0 Records

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

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

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

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

3.1 Retention

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

3.2 Supporting Documentation

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

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

3.4 Filing

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

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

3.5 Referencing

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

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

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

4.0 Donations and Other Sources of Revenue

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

5.0 Audits

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

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

6.0 Single Audit Requirements

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

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

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

7.0 Subcontracts

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

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

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

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

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

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

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

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

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

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

3.3 Limitations on Positions and Salaries

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

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

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

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

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

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

Separation of Duties

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

4.0 Capital Assets

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

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

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

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

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

4.1 Acquisition

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

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

Non-Capital Asset Equipment

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

4.2 Asset Identification and Inventory

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

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

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

4.3 Depreciation and Use Allowance

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

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

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

4.4 Rental Costs of Buildings and Equipment

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

4.5 Security

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

4.6 Property Management

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

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

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

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

C. COST PRINCIPLES

1.0 Policy

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

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

1.3 Budget Limitation

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

1.4 Unspent Funds

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

1.5 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

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

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

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

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

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

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

Simplified Allocation Method

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

Example:

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

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

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

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

E. OVERPAYMENTS

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

F. GOVERNANCE

OVERVIEW

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

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

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

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

1.0 Independence

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

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

2.0 Oversight Mechanisms

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

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

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

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

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

3.0 Oversight Committees

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

Nominating Committee

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

Compensation and Benefits Committee

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

Audit Committee

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

Annual Audit Duties:

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

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

Additional Audit Committee Duties

The Audit Committee must:

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

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

3.0 Reporting Fraud/Misconduct

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

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

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

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

Online: www.lacountyfraud.org

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

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

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Agency Name:		
Agency Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract for _____ Services		

CONTRACTOR CERTIFICATION

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

Contractor acknowledges and certifies compliance with Part II - Standard Terms and Conditions, Section 42.0 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the Contract and agrees that Contractor or a member of his staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any SOQ, 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:

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy **5.200**, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1). Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2). Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3). Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4). Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5). Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6). Will County data be stored on remote servers*?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**cloud storage, Software-as-a-Service or SaaS*

Contractor Name

Name of Authorized Person

Authorized Person Official Title

Authorized Person Official's Signature

Date

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- (a) Debarred or suspended from federal financial assistance programs and activities;
- (b) Proposed for debarment;
- (c) Declared ineligible or;
- (d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

Signature of Authorized Person

Date

Name and Title of Authorized Person Responsible

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Contractor 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, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor’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 and BSERVICES@WDACS.LACOUNTY.GOV.

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

Contractor shall complete all of the following information, and sign where indicated below.

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

_____ YES (subject to verification by County) _____ NO

B. Contractor 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 Contractor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

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

Contractor’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

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

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

The 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 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 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:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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

Department Name: Children and Family Services

New Sole Source Contract

Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A 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>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ 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.

Matt McE...
Chief Executive Office

3/8/19
Date