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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 21, 2019

29 May 21, 2019

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


CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL TO ENTER INTO A CONTRACT WITH THE
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA FOR THE PROVISION OF COMMUNITY
CHILD ABUSE COUNCILS COORDINATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to enter into a contract with the Children's Bureau of Southern California (CBSC) for the provision of Community Child Abuse Councils Coordination (CCACC) services effective July 1, 2019, through June 30, 2024, with an option to extend for two additional one-year renewal periods through June 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or his designee to execute a contract in substantially similar form to (Attachment I) with CBSC for the provision of community child abuse council services. The term of the contract will be effective July 1, 2019, through June 30, 2024, with options to extend the term for two additional one-year renewal periods through June 30, 2026, at a Maximum Contract Sum of \$500,000 for the first contract period, and a Maximum Annual Contract Sum of \$100,000 for each of the remaining two option years, for a Total Maximum Contract Sum of \$700,000, financed with Assembly Bill (AB) 2994 Special Revenue Funds. Additionally, the contractor is required to provide a 33 1/3 percent in-kind match for each contract period.
2. Delegate authority to the Director of DCFS, or his designee, to exercise options to extend the contract by written notification to CBSC, contingent upon (a) availability of funding; (b) approval by County Counsel; and (c) the Director of DCFS, or his designee, notifies the Board and the Chief Executive Officer (CEO) in writing within ten days of such execution.

3. Delegate authority to the Director of DCFS, or his designee, to execute amendments to increase or decrease the maximum annual contract amount by no more than ten percent per year during the term of the contract to accommodate increases or decreases in units of service provided: (a) the amendments do not include cost of living adjustment, (b) sufficient funding is available for increases, (c) approval by County Counsel, and (d) the Director of DCFS, or his designee, notifies the Board and the CEO in writing within ten days of the execution of such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will ensure the uninterrupted provision of CCACC services in Los Angeles County. Welfare and Institutions Code (WIC) Section 18983 requires each county to fund child abuse prevention coordinating councils. The primary purpose of these councils is to coordinate the community's efforts to prevent and respond to child abuse. DCFS receives funding through its Child Abuse Prevention Intervention Treatment (CAPIT) Program and intends to contract for CCACC services to meet this requirement.

CCACC services include coordinating, planning, providing oversight, and facilitating joint service activities to meet the collective goals of over 12 Child Abuse Councils, and ensure that they provide child abuse prevention intervention services in their respective communities. The CCACC contractor will act as the community representative of ICAN and insure that its work aligns with the mission of ICAN. The funding guideline requires that the contractor match a minimum of 33 1/3 percent of the Maximum Contract Sum for each contract period through monetary or in-kind services and distribute the match equally among the Child Abuse Councils for special projects.

Implementation of Strategic Plan Goals

This contract is consistent with the County of Los Angeles Strategic Plan Goal I, Strategy I.1 – Increase Our Focus on Prevention Initiatives by organizing, overseeing, and ensuring local Child Abuse Councils provide child abuse prevention intervention services in their respective communities. All services are to be geared towards the communities' efforts to prevent and reduce the incidence of child abuse and neglect.

This contract is also consistent with the County of Los Angeles Strategic Plan Goal II, Strategy II.2 - Support the Wellness of our Communities by facilitating events such as the Asian & Pacific Islander, Children, Youth and Family Council's (API-CYFC) Public Service Announcement (PSA) campaign about the dangers of leaving children unattended in cars, and LGBT Children Abuse Prevention Council's annual "Embracing Diversity of Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) Youth (E.D.G.Y)" Conference.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Sum of \$500,000 for the first contract period will be financed using AB 2994 Special Revenue Funds. The anticipated total available AB 2994 funding for the two option years is \$200,000, at a cost of \$100,000 for each FY 2024-25 through FY 2025-26. Funding for the first contract period will be included in the Department's FY 2019-20 Proposed Budget. In addition, the contractor is required to provide a 33

1/3 percent in-kind match for each contract period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 24, 1982, the Governor of California approved legislation (AB 1733 and AB 2994) to help prevent and treat child abuse and neglect. AB 2994 established the County Trust Fund, which supports the funding of child abuse prevention, intervention, and treatment services. The legislation also provides that a designated commission, board or council develop and recommend funding priorities to the Board of Supervisors, which makes the final funding decisions. ICAN is the designated council in Los Angeles County.

On August 21, 1998, AB 2779 augmented the general provision of AB 1733, authorizing additional funding for enhanced services with the emphasis on prevention programs provided through nonprofit agencies and support to child abuse councils.

On October 4, 2001, the Los Angeles County Board of Supervisors approved ICAN's funding guidelines and recommendations to fund programs that provide a full range of comprehensive child abuse and neglect prevention, intervention and treatment services as well as funds for CCACC services. Pursuant to Welfare and Institutions Code (WIC) Section 18983, each county shall fund child abuse prevention coordinating councils to meet the criteria set forth in WIC Section 18982. DCFS has been contracting for CCACC services since July 1, 2003.

CBSC is being recommended to the Board for the new CCACC services contract award, which will be effective July 1, 2019, through June 30, 2024, with two one-year renewal options to extend the contract through June 30, 2026, at the estimated Maximum Contract Sum of \$700,000.

The provisions of County Code chapter 2.121 do not apply to this contract because the services are needed on a part-time or intermittent basis. Therefore, the County's Living Wage ordinance does not apply.

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

CONTRACTING PROCESS

On June 14, 2018, DCFS released an RFP for CCACC services anticipated to start on January 1, 2019. The current contract was extended for up to six months through June 30, 2019.

CBSC submitted the only proposal in response to the RFP, passed the responsiveness review, and met the minimum requirements. DCFS entered contract negotiations with CBSC, as allowed by state contracting regulations

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will enable DCFS to continue improving family outcomes and child safety,

and coordinate the communities' efforts to prevent and respond to child abuse.

CONCLUSION

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

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:LTI:KAF

Enclosures

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



COMMUNITY CHILD ABUSE COUNCILS COORDINATION

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

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- D AUDITOR-CONTROLLER HANDBOOK
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW
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- J LINE ITEM BUDGET AND NARRATIVE
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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
COMMUNITY CHILD ABUSE COUNCILS
COORDINATION CONTRACT

This Contract ("Contract") made and entered into this 1st day of July, 2019 by and between the County of Los Angeles, hereinafter referred to as County and Children's Bureau of Southern California, hereinafter referred to as "Contractor".

RECITALS

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A Statement of Work
 - EXHIBIT A-1 Performance Requirements Summary
- 1.2 EXHIBIT B Contractor's EEO Certification
- 1.3 EXHIBIT C-1 Contractor Acknowledgment
- 1.4 EXHIBIT C-2 Contractor Employee Acknowledgment
- 1.5 EXHIBIT C-3 Contractor Non-Employee Acknowledgment
- 1.6 EXHIBIT D Auditor-Controller Handbook
- 1.7 EXHIBIT E County's Administration
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- 1.14 EXHIBIT L Invoice
- 1.15 EXHIBIT M CORE Practice Model
- 1.16 EXHIBIT N Protective Factors
- 1.17 EXHIBIT O Trauma Informed Practice

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

2.0 DEFINITIONS

- 2.1 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.
- 2.1.1 **Chief Executive Office or Chief Executive Officer** – the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - 2.1.2 **Contractor Project Manager** – the individual designated by the Contractor to administer the Contract operations after the Contract award.
 - 2.1.3 **County** – the County of Los Angeles and includes the Department of Children and Family Services.
 - 2.1.4 **County's Board of Supervisors** – the governing body of the County of Los Angeles.
 - 2.1.5 **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.
 - 2.1.6 **County Program Director** – the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
 - 2.1.7 **Day or Days** – whether singular or plural, whether with initial letter capitalized or not, shall mean calendar day(s) and not business or workday(s), unless otherwise specifically stated.
 - 2.1.8 **Director** – County's Director of the Department of Children and Family Services or his or her authorized designee.

2.1.9 **Fiscal Year(s)** – the 12-month period beginning July 1st and ending the following June 30th.

2.1.10 **Maximum Contract Sum** – means the maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised.

2.1.11 **Participant** – a person who receives services under this contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in one or more of the following; suspension of payments, withholding of payments, financial penalties, or Contract termination.
- 3.3 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 XXXX, 2019, or the date of execution by the Director of the Department of Children and Family Services, and will expire on XXXX, 2019, or one year from the date of execution, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

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.

- 4.2 The County shall have the sole option to extend the Contract term for up to six additional one-year periods, for a maximum total contract term of seven years. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the Contractor.
- 4.3 The 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 Contractor shall notify County when this Contract is within six months of the expiration of the term as provided in subsection 4.1. Upon occurrence of this event, the Contractor shall send written notification to the County at the address provided in Exhibit E – County’s Administration.
- 4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor for a period not to exceed six months beyond December 31, 2025, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Annual Contract Sum is \$100,000 for the contract period. The Maximum Contract Sum for this Contract is \$700,000.

- 5.2 County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor as specified in Exhibit J, Line Item Budget for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.7 of this Contract.

5.3 Written Approval for Reimbursement

- 5.3.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any person or entity other than the

Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.4 Notification of 75% of Total Contract Sum

5.4.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit E, County's Administration.

5.5 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit J, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

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

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

5.7 Invoices and Payments

5.7.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of compensation in accordance with Exhibit J, Line Item Budget, and in the format prescribed by the County.

Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 5.7.2 The Contractor with prior approval of County may reallocate up to a maximum of five percent of the Maximum Annual Contract Sum for each year of the Contract between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.7.3 The Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.
- 5.7.4 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 2 C.F.R. Parts 225 and 230, and the Office of Management and Budget (OMB) Circular A-102 and A-133. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars>.
- 5.7.5 The Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the DCFS County Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attn: CCACC Program Manager
425 Shatto Place, Room 501
Los Angeles, CA 90020

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

has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.

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

5.7.10.1 County has the right to delay payment or not make payment, per Manual of Policies and Procedures (MPP) 45-303.2 through .5, inclusive, and condition Contractor's payments on timely submittal of invoices and the provision of requested information, by a certain date. Delay in providing this information as set forth, may result in delay of payment, not to exceed fifteen days from the date after the information is submitted to County, including relevant verifications, upon County request. The failure to provide required confirmation may result in County not making payment.

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

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

5.8 **Funding Adjustments and Reallocations**

5.8.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Contract Sum as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Contract Sum as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or

decrease does not exceed ten percent of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent of the applicable Maximum Contract Sum, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

5.8.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

5.8.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

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

5.9.1 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).

- 5.9.2 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.
- 5.9.3 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.
- 5.9.4 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

6.1 COUNTY’S ADMINISTRATION

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

6.2 COUNTY’S PROGRAM DIRECTOR

- 6.2.1 The role of the County’s Program Director may include:
 - 6.2.1.1 Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby.

6.3 COUNTY'S PROGRAM MANAGER

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

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3.2 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.

6.4 COUNTY'S CONTRACT PROGRAM MONITOR

6.4.1 The role of the County's Program Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Program Monitor reports to the County's Program Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S ADMINISTRATION

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

7.2 CONTRACTOR'S COUNCILS' COORDINATOR

7.2.1 The Contractor's Councils' Coordinator is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Councils' Coordinator.

- 7.2.2 The Contractor's Councils' Coordinator shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Program Managers and County's Contract Program Monitor on a regular basis.

7.3 APPROVAL OF CONTRACTOR'S STAFF

- 7.3.1 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 Councils' Coordinator.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 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.

- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.5 Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 7.5.6 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.

7.6 CONFIDENTIALITY

- 7.6.1 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.
- 7.6.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.3 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit C-1.
- 7.6.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit C-2. Contractor shall maintain in its files copies of such executed agreements.

- 7.6.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit C-3. Contractor shall maintain in its files copies of such executed agreements.
- 7.6.6 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.6.7 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer
- 7.6.8 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 7.6.9 Contractor shall indemnify, defend and hold harmless County indemnities from and against any and all loss, damage, liability and expense, including defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by law. County shall have the right to participate in any such defense, except that in the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel, including 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 approval.

7.6.10 With respect to any identifiable information concerning any Participant that is obtained by Contractor or any other records and information, Contractor shall: 1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Contract; 2) promptly transmit to County all requests for disclosure of any such records or information; 3) not disclose, except as otherwise specifically permitted by this Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and 4) at the expiration or termination of this Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 8.1.
- 8.1.2 Except as provided in this Section, 8.1, for any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the DCFS Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DCFS Director.
- 8.1.4 The Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement

an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

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

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

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

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

8.1.5.4 Prior County Counsel approvals are obtained.

8.2 AMERICANS WITH DISABILITIES ACT

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

8.3 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

8.3.1 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.

8.3.2 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 subsection, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.3.3 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.

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

8.4 AUTHORIZATION WARRANTY

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

8.5 BUDGET REDUCTIONS

8.5.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any

extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.6 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

8.7 INTENTIONALLY OMITTED

8.8 COMPLAINTS

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

8.8.2 Complaint Procedures

- 8.8.2.1 Within five business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.8.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.8.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.8.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.8.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five business days of receiving the complaint.
- 8.8.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.8.2.7 Copies of all written responses shall be sent to the County's Program Manager within three business days of mailing to the complainant.

8.9 COMPLIANCE WITH APPLICABLE LAW

- 8.9.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
 - 8.9.1.1 Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B – Contractor's EEO Certification.

8.11 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.11.1 Jury Service Program:

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

8.11.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of 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 subsection. The provisions of this subsection 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 subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.12 CONDUCT OF PROGRAM

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

8.13 CONFLICT OF INTEREST

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

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

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

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

8.15 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for

the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.16 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

8.17 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.17.1 Responsible Contractor

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

8.17.2 Chapter 2.202 of the County Code

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

8.17.3 Non-responsible Contractor

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

8.17.4 Contractor Hearing Board

8.17.4.1 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.

8.17.4.2 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.

8.17.4.3 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.

- 8.17.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 8.17.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five 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.
- 8.17.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.17.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dise/debar.html>
- Federal: <http://www.sam.gov/portal/SAM/#1>

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

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

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

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

8.19.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance

Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.20 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.21 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.22 EMPLOYEE BENEFITS AND TAXES

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

8.22.2 County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in

connection with or resulting from this Contract or Contractor's performance hereunder.

8.23 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.24 FAIR LABOR STANDARDS

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

8.25 FIXED ASSETS

8.25.1 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 \$5,000 or more, with a useful life of more than one year. Such assets shall be maintained and

repaired by Contractor during the term of this Contract. Contractor shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to County upon County's written request. Contractor shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

8.26 FORCE MAJEURE

- 8.26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subsection as "force majeure events").
- 8.26.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subsection, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.26.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.27 FORMER FOSTER YOUTH CONSIDERATION

- 8.27.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/GROW participants as

described in Section 8.14 and 8.15, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

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

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

8.28 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.29 INDEPENDENT CONTRACTOR STATUS

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

8.29.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The

County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.29.4 The Contractor shall adhere to the provisions stated in Section 7.6 - Confidentiality.

8.30 INDEMNIFICATION

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

8.31 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.31.2 Evidence of Coverage and Notice to County

- 8.31.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.31.2.2 Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.31.2.3 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 \$50,000.00, and list any County required endorsement forms.
- 8.31.2.4 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.
- 8.31.2.5 Certificates and copies of any required endorsements shall be sent to:

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

Los Angeles, CA 90020

8.31.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.31.3 Additional Insured Status and Scope of Coverage

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

8.31.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material

breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.31.5 Failure to Maintain Insurance

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

8.31.6 Insurer Financial Ratings

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

8.31.7 Contractor's Insurance Shall Be Primary

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

8.31.8 Waivers of Subrogation

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

8.31.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance

coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.31.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.31.11 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 years following Contract expiration, termination or cancellation.

8.31.12 Application of Excess Liability Coverage

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

8.31.13 Separation of Insureds

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

8.31.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.31.15 **County Review and Approval of Insurance Requirements**

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

8.32 **INSURANCE COVERAGE**

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

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

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

8.32.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 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 30 days advance written notice of cancellation of this coverage provision. If applicable to

Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.32.4 **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 years following this Contract's expiration, termination or cancellation.

8.33 LIQUIDATED DAMAGES

- 8.33.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.33.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Performance Requirements Summary (PRS) Chart, as defined in Exhibit A-1, hereunder, and that the

Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.33.3 The action noted in subsection 8.33.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.33.4 This subsection 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 subsection 8.33.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.34 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

8.34.1 Contractor represents and warrants that it has registered in the County's WebVen. Prior to a contract award, all potential contractors must register in the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'. Contractor shall remain registered and ensure that current information is maintained on WebVen.

8.35 MOST FAVORED PUBLIC ENTITY

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

8.36 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

- 8.36.7 If the County finds that any provisions of this Section 8.36 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.36.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.37 NON EXCLUSIVITY

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

8.38 NOTICE OF DELAYS

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

8.39 NOTICE OF DISPUTES

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

8.40 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.40.1 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 (Appendix I).

8.41 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.41.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.42 NOTICES

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

8.43 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.44 PUBLIC RECORDS ACT

- 8.44.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 8.46 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.44.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.45 PUBLICITY

- 8.45.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.45.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.45.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County

without the prior written consent of the County's Program Director. The County shall not unreasonably withhold written consent.

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

8.46 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.46.1 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 years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.46.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.47 RECYCLED BOND PAPER

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

8.48 SHRED DOCUMENT

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

8.49 SUBCONTRACTING

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

- 8.49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.49.2.1 A description of the work to be performed by the subcontractor;
 - 8.49.2.2 A draft copy of the proposed subcontract; and
 - 8.49.2.3 Other pertinent information and/or certifications requested by the County.
- 8.49.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.49.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.49.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.49.6 The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.49.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to County Program Manager before any subcontractor employee may perform any work hereunder.

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

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

8.51 TERMINATION FOR CONVENIENCE

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

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

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

8.51.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.46, Record Retention and Inspection/Audit Settlement.

8.52 TERMINATION FOR DEFAULT

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

- 8.52.1.1 Contractor has materially breached this Contract;
or
 - 8.52.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.52.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.52.2 In the event that the County terminates this Contract in whole or in part as provided in subsection 8.52.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subsection.
- 8.52.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subsection 8.52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable

from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subsection, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.52.4 If, after the County has given notice of termination under the provisions of this Section 8.52 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of this Section 8.52 (Termination for Default) or that the default was excusable under the provisions of subsection 8.52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.51 (Termination for Convenience).
- 8.52.5 The rights and remedies of the County provided in this Section 8.52 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 TERMINATION FOR IMPROPER CONSIDERATION

- 8.53.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.53.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.53.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.54 TERMINATION FOR INSOLVENCY

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

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

8.54.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.54.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.54.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.54.2 The rights and remedies of the County provided in this Section 8.54 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.56 TERMINATION FOR NON-APPROPRIATION OF FUNDS

8.56.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract

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

8.57 VALIDITY

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

8.58 WAIVER

- 8.58.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.59 WARRANTY AGAINST CONTINGENT FEES

- 8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.59.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.60 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

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

8.61.1 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.

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

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

8.63 TIME OFF FOR VOTING

8.63.1 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.

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

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

If a Contractor or member of Contractor'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.

8.65 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

8.65.1 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.

8.66 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

8.66.1 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 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)

9.2 DATA ENCRYPTION

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

9.2.1 Stored Data

Contractors' and Subcontractors' 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 – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.2.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication

800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application–Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.2.3 Certification

The County must receive within ten business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this subsection 9.8 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**COMMUNITY CHILD ABUSE COUNCILS COORDINATION
CONTRACT NUMBER _____**

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

COUNTY OF LOS ANGELES

By: _____
Bobby D. Cagle, Director
Department of Children and Family
Services

CONTRACTOR

Children's Bureau of Southern California

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Mary C. Wickham, County Counsel

By: _____
David Beaudet, Senior Deputy County Counsel

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

STATEMENT OF WORK

FOR

COMMUNITY CHILD ABUSE COUNCILS COORDINATION

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
COMMUNITY CHILD ABUSE COUNCILS COORDINATION

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COMMUNITY CHILD ABUSE COUNCILS COORDINATION STATEMENT OF WORK

SECTION A

1.0 PREAMBLE

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

The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

SECTION B – PROJECT FOUNDATION

2.0 PURPOSE

The Department of Children and Family Services (DCFS) receives funding through the County Children's Trust Fund Program to contract with a non-profit Community Provider who will coordinate the Community Child Abuse Councils. The primary functions of a Community Child Abuse Councils Coordination (CCACC) include public awareness training and educating those who are mandated to report child abuse so that more children can be helped and further abuse prevented.

The duties of a CCACC in the County of Los Angeles is to organize and oversee twelve or more Child Abuse Councils, and ensure that they provide child abuse prevention intervention services in their respective communities. All services are to be geared towards the community's efforts to prevent and respond to child abuse, reduce the incidence of child abuse and neglect, and improve upon the safety and well-being of children and families Countywide that are at risk for child abuse and neglect. The CCACC coordinates, plans, provides oversight, and facilitates joint service activities to meet the collective goals of each of the child abuse prevention councils (hereafter "Child Abuse Councils").

Contractor shall work with the Councils to use a strengths-based approach which emphasizes the five Protective Factors of: 1) Parental Resilience; 2) Social Connections; 3) Knowledge of Parenting and Child Development; 4) Concrete Support in time of Need; and 5) Children's Social and Emotional Development. The Child Abuse Councils have strong ties to their local communities. Their efforts to promote public awareness of child abuse and neglect are offered to support the family both with increasing the five Protective Factors and with promoting safety, permanency and child well-being.

3.0 DEFINITIONS

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

- 3.1 **Abuse** – any act resulting in a non-accidental physical injury to a child; or any act of sexual exploitation of a child.
- 3.2 **Child Abuse Councils (CAC)** – community council whose primary purpose is to coordinate the community's efforts to prevent and respond to child abuse.
- 3.3 **Core Practice Model** – a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families.
- 3.4 **Councils Coordinator (CC)** – person that provides oversight and planning to meet the collective goals of the Child Abuse Councils in Los Angeles County.

- 3.5 **Community** – individuals, groups, and agencies in the service area that share a common interest in promoting safe and stable families.
- 3.6 **County Program Manager (CPM)** – County representative responsible for daily management of the Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 3.7 **DCFS** – County of Los Angeles Department of Children and Family Services.
- 3.8 **Deliverable** – a tangible, measurable task, service, or activity required under this Contract.
- 3.9 **Director** – Director of County of Los Angeles Department of Children and Family Services.
- 3.10 **Indirect Costs** – costs incurred for common or joint objectives; therefore, not readily and specifically identified with a particular program or activity. These costs are grouped by a cost allocation process or federally approved cost rate.
- 3.11 **In-Kind Match** – paid or given in goods, commodities, or services. This project requires collaboration among communities throughout County of Los Angeles and other counties, and this can take the form of either cash or in-kind donations.
- 3.12 **Inter-Agency Council on Child Abuse and Neglect (ICAN)** – entity that is the designated multidisciplinary council to provide recommendations to the Board of Supervisors on funding priorities and processes, as required by AB1733 and AB2994.
- 3.13 **Multidisciplinary Team (MDT)** – any team of three or more persons who are trained in the prevention, identification, management, or treatment of child abuse or neglect cases and who are qualified to provide a broad range of services related to child abuse or neglect.
- 3.14 **Neglect** – negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person.
- 3.15 **Prevention** – effective, multifaceted and integrated program to prevent child abuse and neglect.
- 3.16 **Protective Factors** – foundation of the Strengthening Families approach and a cornerstone for family violence prevention. Extensive research supports the common sense notion that when these five Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminish.

- 3.16.1 **Parental Resilience:** The ability to cope and bounce back from all types of situations.
- 3.16.2 **Social Connections:** Friends, family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents.
- 3.16.3 **Knowledge of Parenting and Child Development:** Accurate information about raising young children and appropriate expectations for their behavior.
- 3.16.4 **Concrete Support in Times of Need:** Financial security to cover day-to-day expenses and unexpected costs that come up from time to time.
- 3.16.5 **Children's Social and Emotional Development:** A child's ability to interact positively with others and communicate his or her emotions and needs effectively.
- 3.17 **Quality Assurance** – method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies policies and procedures as needed to improve Performance Outcomes.
- 3.18 **Technical Review** – County on-site evaluation of a Contractor's compliance to the contract elements and deliverables defined in the approved contract between Contractor and County.

4.0 TARGET POPULATION

Target population are professionals and community members who are members of any of the Child Abuse Councils established in Los Angeles County and/or those community members who may be impacted by the work of the Councils.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

- 5.1 The County will provide a County Program Manager (CPM), to ensure the delivery of the services of this Contract with the Contractor's Coordinator.
- 5.2 CPM or designated alternate will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 5.3 CPM or designee will attend at least three Council meetings per year.
- 5.4 CPM or designee will be the designated source of and provide direction to the Contractor in areas relating to DCFS policy, information and procedural requirements.

- 5.5 CPM is not authorized to make any changes in the terms and conditions of this Contract. The CPM is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 5.6 CPM or designee will promote the CCACC's visibility within DCFS.
- 5.7 CPM or designee reserves the right of final approval of Contractor's Coordinator.

6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 6.2 Contractor shall direct all inquiries regarding DCFS policy, procedure or anything related to this contract to CPM.
- 6.3 Contractor shall have equipment and proper supplies to comply with the requirements of this Contract, including, but not limited to computers with e-mail and internet access and all necessary computer software.
- 6.4 Contractor shall respond to all County phone calls within 24 hours, and to emails within three business days.
- 6.5 In-Kind Match
 - 6.5.1 Contractor shall meet the required In-Kind Match, of at least 33 1/3 percent of the total Contract amount.
 - 6.5.2 The In-Kind Match must be documented, and may include, but is not limited to, donations of materials and information brochures regarding child abuse prevention.

7.0 CONTRACTOR'S STAFF

- 7.1 General Requirements
 - 7.1.1 Contractor shall be responsible for securing and maintaining staff that meet the minimum qualifications, experience, and expertise, to provide the services in accordance with this Contract.
 - 7.1.2 Contractor shall obtain written verification of the required degrees and licenses for its professional staff, including verification for staff with foreign degrees that meet the requirements of a United States Secretary of Education authorized accrediting agency.
 - 7.1.3 Contractor staff shall have the ability to travel throughout the County of Los Angeles.

- 7.1.4 Contractor shall notify DCFS in writing of any change in its key personnel at least ten business days prior to the proposed change.
- 7.1.4.1 Contractor notification shall include the name(s), background, and qualifications of any proposed replacement personnel.
- 7.1.4.2 Contractor's personnel changes shall be subject to County approval.
- 7.1.4.3 Contractor shall ensure that no interruption of service occurs as a result of any change in personnel.
- 7.1.5 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.

7.2 Councils Coordinator

- 7.2.1 The Councils Coordinator (CC) shall have, at minimum, a Bachelor's degree from an accredited college or university in a social science or a closely related field and a minimum of two years in the past five years of experience in a child welfare social service agency.
- 7.2.2 The CC must be eligible to participate as "Multidisciplinary Personnel," as defined in section 18951(d) of the Welfare and Institutions Code.

8.0 DAYS AND HOURS OF OPERATION

- 8.1 Contractor shall be available during normal business hours, 9:00 A.M. to 5:00 P.M., Monday through Friday, except County Holidays.
- 8.2 Contractor is not required to work on the following County holidays:
- New Year's Day
 - Martin Luther King's Birthday (Third Monday in January)
 - Presidents Day (Third Monday in February)
 - Cesar Chavez Day (Last Monday of March)
 - Memorial Day (Last Monday in May)
 - Independence Day
 - Labor Day (First Monday in September)
 - Indigenous People's Day (Second Monday in October)
 - Veterans Day
 - Thanksgiving Day (Fourth Thursday in November)
 - Day after Thanksgiving (Friday after Thanksgiving)
 - Christmas Day

SECTION C – SCOPE OF WORK

9.0 PUBLIC AWARENESS

Contractor shall promote public awareness of the abuse and neglect of children and the resources available for intervention and treatment through: disseminating child abuse prevention materials during the annual Countywide Blue Ribbon Campaign; emailing pertinent information to the Child Abuse Councils; and coordinating the report card insert project.

10.0 TRAINING AND EDUCATION

- 10.1 Contractor shall encourage and facilitate training of educational, medical, social services and other community professionals in the detection, treatment, and prevention of child abuse and neglect to professionals working in the fields of child welfare, education, law enforcement, health and mental health as well as parents, community advocates and anyone concerned about the problems of child abuse and family violence.
- 10.2 Contractor shall recommend improvements in services to families and victims to the Child Abuse Councils and to the Inter-Agency Council on Child Abuse and Neglect (ICAN).

11.0 COMMUNITY SUPPORT

- 11.1 Contractor shall encourage and facilitate community support for child abuse and neglect programs through creation and distribution of educational materials, providing organizational and funding support to Child Abuse Councils and through other activities.

12.0 DISTRIBUTION OF FUNDS

- 12.1 Contractor shall manage and disburse funds to all Child Abuse Councils.

13.0 CORE PRACTICE MODEL

- 13.1 Contractor shall ensure that a presentation on the Core Practice Model is presented annually to the Councils.
 - 13.1.1 Contractor shall present information to the Councils annually regarding the Core Practice Model (Exhibit M), Protective Factors (Exhibit N), and Trauma Informed Practice (Exhibit O).

- 13.1.2 Information presented to the Councils on Core Practice Model by any person other than the Contractor must be approved in advance by the CPM.
- 13.1.3 Contractor shall ensure that information and activities provided by the Child Abuse Councils are fully aligned with the principles and practice of the Share Core Practice Model. The Councils are child and family centered in their focus and are educated on “Trauma Informed Practice.” Staff are trained to understand the importance of engaging families in a respectful, culturally appropriate manner which promotes the continuous “voice and choice” of families. These agencies have demonstrated a deep commitment to valuing the individual needs of each family member.
- 13.1.4 The Core Practice Model prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The Core Practice model is a 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.
- 13.1.5 Strategies of the Core Practice Model include:
- 13.1.5.1 **Engagement:** This is an opportunity to hear the family, build trust, show empathy, and honor the family’s voice and choice.
 - 13.1.5.2 **Teaming:** Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
 - 13.1.5.3 **Assessing and Understanding:** Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture and empowers families.
 - 13.1.5.4 **Planning and Intervention:** Allows for the crafting of tailored services and attention to individual underlying needs.
 - 13.1.5.5 **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.

14.0 MEETINGS

14.1 Child and Adolescent Suicide Review Team Meeting

14.1.1 Contractor shall attend all Child and Adolescent Suicide Review Team Meetings.

14.1.2 Contractor shall be an active participant in team discussions, share expertise derived from community involvement, and share non-confidential lessons learned with CAC members.

14.1.3 Child Abuse Councils Chair Meeting

14.1.3.1 Contractor shall coordinate and facilitate, ten Child Abuse Council Chairs Meetings.

14.1.3.2 At each of the meetings of the Child Abuse Council Chairs, Contractor shall report to the Child Abuse Council Chairs:

14.1.3.2.1 The activities of all the other ICAN committees in the County of Los Angeles.

14.1.3.2.2 Contractor shall research and present child abuse and neglect information which might be of assistance with prevention, intervention and treatment. Presentations shall include CPM and designee.

14.1.3.2.3 Any suggestions as to how efforts to prevent child abuse and neglect might be better coordinated in the County of Los Angeles.

14.1.3.3 Contractor shall attend a minimum of one of each established Child Abuse Council's meetings to monitor the functioning of each Council and facilitate problem solving.

14.1.4 ICAN Child Death Review Team Meeting

14.1.4.1 Contractor shall attend four ICAN Child Death Review Team meetings.

14.1.4.2 Contractor shall be an active participant in team discussions, share expertise derived from community involvement, and share non-confidential lessons learned with CAC members.

14.1.5 ICAN Operations Committee Meeting

14.1.5.1 Contractor shall attend six meetings of the ICAN Operations committee.

14.1.5.2 Contractor shall update the committee on the work of the Councils.

- 14.1.5.3 Contractor shall disseminate information obtained at the ICAN Operations Committee Meeting to Council members.

14.1.6 ICAN Policy Meeting

- 14.1.6.1 Contractor shall attend the annual ICAN Policy meeting.
- 14.1.6.2 Contractor shall report on the work of the Councils at the annual ICAN Policy meeting.
- 14.1.6.3 Contractor shall disseminate information obtained at the ICAN Policy Meeting to Council members.

- 14.2 Contractor shall attend meetings as requested by County Program Manager for the purposes of information gathering and sharing, raising awareness of child abuse and neglect, identifying and facilitating collaborative training and/or projects for the Councils and other child focused collaborative, and providing technical consultation.

- 14.3 Contractor shall attend meetings as requested by ICAN for the purpose of gathering and sharing information related to ICAN projects.

- 14.4 Contractor shall disseminate to the public any lessons learned or significant new information identified at ICAN committee meetings.

14.5 Training Sessions

- 14.5.2 Contractor shall provide a mandated reporter training and Protective Factors training to the members of the Child Abuse Councils. For more information about the Protective Factors, please visit the website for the Center for the Study of Social Policy/ About/ Protective Factors:
<https://cssp.org/wp-content/uploads/2018/11/About-Strengthening-Families.pdf>

- 14.5.3 Contractor shall maintain a participant log, which shall accurately document all who attended each of the Contractor training sessions as well as the topic covered during the training and provide a copy of the log to the CPM within five business days.

15.0 COUNTYWIDE BLUE RIBBON CAMPAIGN

- 15.1 Contractor shall coordinate with the Councils to provide a public awareness campaign on Child Abuse Awareness during the Contract period. The public awareness campaign shall be known as the annual "Countywide Blue Ribbon Campaign," which shall recognize the month of April as "Child Abuse Prevention Month."

- 15.2 During the Countywide Blue Ribbon Campaign, which usually occurs during the time period of March through May, the Contractor shall purchase and disseminate sufficient child abuse prevention materials to the Councils. The purpose of the materials is to assist the Councils in providing an effective public awareness campaign that is broad-based and reaches a diverse population throughout the County of Los Angeles.
- 15.3 The Contractor shall ensure that printed materials ordered for the activities are based on an accurate count with a printing overage of no more than 300 sheets.
- 15.4 The Contractor shall ensure that printed materials shall include but not be limited to English, Spanish, Mandarin, Japanese, Vietnamese, Armenian, Korean, Thai, traditional Chinese, Tagalog and Khmer.
- 15.5 The Contractor shall identify the most effective materials. Materials shall be approved by CPM prior to purchase, use or distribution.
- 15.6 The Contractor shall be responsible for printed materials and disseminating printed materials to the Councils by the fifth business day in April.
- 15.7 Contractor shall arrange for campaign materials to be sent to CPM or designee for display in the DCFS Regional office lobbies, or other locations available for social workers to disseminate to families.
- 15.8 Distribution of Information
 - 15.8.1 Contractor shall distribute information via email on an ongoing basis to the Child Abuse Councils and community organizations working with families.
 - 15.8.2 Contractor shall not distribute any confidential information except as permitted by law.

16.0 MULTIDISCIPLINARY TEAM

- 16.1 A Multidisciplinary Team (MDT) can share confidential information about a case between departments. The MDT conducts an assessment of youth and makes a recommendation to the Juvenile Court as to the agency, either Probation or DCFS, that can meet the needs of the youth. MDTs may include all or some of the following: Children's Law Center (CLC) attorney, DCFS, Department of Mental Health (DMH), Department of Health Services, Probation Department, an assigned child advocate, and Alliance for Children's Rights education advocate (when there is an education issue).
- 16.2 A child abuse MDT can be established to allow provider agencies to share confidential information and writings during a 30-day period following a report of suspected child abuse or neglect. Confidential information can be shared for longer than 30 days if documented good cause exists.

- 16.3 A child abuse MDT requires two or more persons trained in the prevention, identification and treatment of child abuse and neglect, and qualified to provide services. The team may include the CSW and at least one of the following:
- Psychiatrists, psychologists, marriage and family therapists, or other trained counseling personnel.
 - Police officers or other law enforcement agents.
 - Medical personnel with sufficient training to provide health services.
 - Social services workers with experience or training in child abuse prevention.
 - Any public or private school teacher, administrative officer, supervisor of child welfare attendance, or certified pupil personnel employee.
- 16.4 A CalWorks case manager whose primary responsibility is to provide cross-program case planning and coordination of CalWorks and child welfare services for those mutual cases or families that may be eligible for CalWorks services and that, with the informed written consent of the family, receive cross program case planning and coordination.

17.0 SCHOOL INSERTS

- 17.1 Contractor shall design and disseminate, in the second quarter of each Contract Year, packets, which include an insert to raise public awareness and the awareness of parents regarding non-abusive ways to respond to academic or behavioral problems that children may have.
- 17.1.1 Inserts shall be printed in a minimum of two separate versions (English and Spanish), and other languages which are primary languages for the communities served by the specific school districts.
- 17.1.2 Inserts shall be designed to be inserted into and thereby accompany student report cards.
- 17.1.3 Contractor shall distribute these inserts to public school districts throughout Los Angeles County.
- 17.2 Contractor shall inform CPM of the plan to disseminate this packet to schools throughout County of Los Angeles.

18.0 CCACC WEBSITE

- 18.1 Contractor shall update and maintain on a monthly basis a CCACC Website www.lachildabusecouncils.org that shall consist of a Child Abuse Prevention

Calendar, Newsletter and Bulletin Board with hyperlinks to individual Council web pages on a monthly basis.

18.2 The CCACC website shall include calendar of child abuse prevention events and meetings, and information about the Child Abuse Councils and the Contractor.

18.3 The CCACC website shall also contain information geared to community members and professionals concerned with child abuse prevention issues.

19.0 DISTRIBUTION OF FUNDING

19.1 Contractor shall distribute equally from the Maximum Annual Contract Sum, 33 1/3 percent, to each of the Child Abuse Councils for special projects.

19.2 The funding distribution must be calculated to advance one or more of the following purposes:

- a. The recruiting and retention of a Child Abuse Council's members;
- b. The improvement of a Child Abuse Council's communications;
- c. The development or implementation of a strategic plan for a Child Abuse Council;
- d. The development of presentations for Child Abuse Council Meetings and Conferences; or
- e. The development of a Child Abuse Council's infrastructure.

19.3 Contractor shall obtain the County Program Manager's approval of any special project cost prior to the distribution of funds.

19.4 The Contractor shall develop a special project application and an evaluation template.

19.5 The application template to review the application shall include the proposed special projects, requested budget, timeline, technical assistance required, intended impact, and how the effectiveness of the project will be tracked or measured.

19.6 Contractor shall develop protocols, submission request forms, approval processes, and funding guidance lines for disbursement of funds to the Councils. These guidelines shall be in accordance with the Office of Management and Budget (OMB) Super-Circular A-122, and any other County policy attached with the spending of these funds. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet.

19.7 The Contractor shall create tools for tracking attendance at trainings and conferences, such as sign-in sheets, flyers and agendas, and/or photos or videos.

20.0 CCACC COUNCIL APPLICATION

20.1 Contractor shall consult with the CPM when new Councils apply for participation in the CCACC program. The CPM will have input and feedback on any application submission for a new Council.

20.2 Contractor shall ensure the Councils have a meeting for evaluating and approving the new Council application.

20.3 Contractor shall collect applicant Council's application which shall include the applicant Council's statement of their mission and goals, their history of community involvement, non-profit status and applicant Council's Los Angeles County target area.

21.0 REPORTS

Contractor shall prepare and submit to CPM the following reports:

21.1 Monthly Reports:

21.1.1 Contractor shall submit a monthly report to CPM no later than 15 days after the end of each calendar month for each fiscal year.

21.1.2 The reports shall clearly reflect all required information as specified on the monthly report form and shall be emailed, mailed or hand delivered to the CPM.

21.1.3 Contractor shall provide monthly updates at the Council Chairs Meetings and other meetings as listed in Section 14.0, In addition, lists of Blue Ribbon materials for Child Abuse Prevention Month, copies of each Newsletter, copies of entire Report Card Insert Packets, and any additional written materials generated by Contractor must be submitted on a monthly basis.

21.1.4 Contractor shall be responsible for forwarding to the CPM copies of the Monthly Non-Client Services Log, Monthly Summary and Monthly Fiscal Report by the 15th of each month. These reports and logs shall include a breakout by district and SPA of expenses and regarding where the activities are held.

21.1.5 Contractor shall include in the monthly reports documentation received from the Councils for their special projects, i.e. receipts for goods purchased with the funding and special project evaluations. Additional information as applicable shall also be submitted to the County Program Manager upon request.

21.2 Quarterly Reports:

22.2.1 Contractor shall provide a quarterly report that details all expenditures allocated to the Community Child Abuse Councils.

22.2.2 The report must include theft, loss or any type of improprieties associated with the use of funds.

21.3 Annual Administrative Report:

21.3.1 Contractor shall submit the Annual Administrative Report to the CPM, a summary data report for the fiscal year, by the following July 31 of each Contract Year.

21.3.2 The Annual Report shall include a description of the activities, expenses and effectiveness of the contract term.

21.3.3 Contractor shall provide the fiscal year counts for activities of the Councils for the annual State report to the Office of Child Abuse Prevention by the due date provided by the CPM.

22.0 GREEN INITIATIVES

22.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

22.2 Contractor shall notify County’s Program Manager of Contractor’s new green initiatives prior to the contract commencement.

23.0 QUALITY ASSURANCE PLAN

23.1 Contractor shall establish and utilize a comprehensive Quality Assurance Plan (QAP) with appropriate processes to ensure that the required services are provided at a consistently high level of service throughout the term of the Contract.

23.2 CONTRACTOR shall submit a draft of its QAP for evaluation to demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan shall be provided to the COUNTY Program Manager within thirty (30) days of the CONTRACT start date and as changes occur.

23.3 The QAP shall be updated and resubmitted for DCFS approval as changes occur.

23.4 The QAP shall include an identified monitoring system covering all the services listed in this Exhibit A, Statement of Work.

24.0 QUALITY ASSURANCE MONITORING

- 24.1 The Contract requirements monitoring system shall include, but not be limited to, the following:
 - 24.1.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions;
 - 24.1.2 Ensure the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor;
 - 24.1.3 Ensure that professional staff rendering services under the Contract have the necessary prerequisites;
 - 24.1.4 Identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable;
 - 24.1.5 When taking any corrective actions, the Contractor shall provide the CPM a record of the corrective action taken, time the problem is first identified, a clear description of the problem, the time elapsed between identification and completion of corrective action, and steps taken to prevent the re-occurrence of any item previously raised as requiring Corrective Action;
 - 24.1.6 Continue to provide services to the County in the event of absences of Contractor's employees.
- 24.2 If Contract requirements are not met, the CPM will notify the Contractor by phone, email, or written notice.
- 24.3 Contractor shall respond within one business day to all calls and/or reports regarding Contractor's performance.
- 24.4 Contractor shall: 1) within one business day, notify the CPM of any difficulty, problem or incident which may impact or delay the progress or completion of work; and 2) work with the CPM to resolve such issues to avoid further problems with service delivery.
- 24.5 The CPM, and/or other authorized personnel, will monitor Contractor's performance in accordance with Section 8.20, County's Quality Assurance Plan, of the Contract, and Exhibit A-1, Performance Requirements Summary.

SECTION D - PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	PERFORMANCE INDICATOR	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1. SOW : Paragraph 14.0 – Meetings	Attendance at the ICAN Operations and Policy Meetings; the Los Angeles County Child Death Review Team meeting; the Child and Adolescent Suicide Review Team meeting; and at least once annually, each of the Child Abuse Councils for the purpose of coordinating community efforts to prevent and respond to child abuse.	Dissemination of non-confidential information from the meetings to the Child Abuse Councils, and engagement in necessary follow up activities resulting from meeting attendance.	Review of monthly non-client service log; meeting agendas and minutes; sign-in sheets and on-site technical reviews.	Corrective action plan. County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 for every meeting not attended.
2. SOW : Paragraph 9.0 – Blue Ribbon Campaign	Coordination of the Countywide Blue Ribbon Campaign as part of the April Child Abuse Prevention month activities.	Provision of a sufficient amount of child abuse prevention materials to conduct an effective public awareness campaign, with a printing coverage of no more than 300 sheets. Calendar accurately reflects CCACC activities. Submission of final activities, including attendance logs, invoices for activity costs, flyers, agendas, etc.	Review of child abuse prevention materials, monthly non-client service logs, receipts and on-site technical review.	Corrective action plan. County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 if the materials are not purchased or disseminated.
3. SOW : Paragraph 17.0 – School Inserts	Coordination of the Report Card Insert Project.	Design and dissemination of Report Card Insert that raises awareness of child abuse and provides non-abusive parenting techniques for distribution to public schools throughout the County.	Review of monthly non-client service logs, dissemination documentation, packets and on-site technical reviews, and monthly summary reports.	Corrective action plan. County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 if the packets are not designed or disseminated.

4.	SOW: Paragraph 15.8 – Distribution of Information	Distribution of relevant information regarding Child Abuse and Neglect issues via e-mail to the CPM or designee.	Confirmation that emails to Councils will include CC to CPM and designee.	Review of emails sent to Councils regarding child abuse and neglect issues.	Corrective action plan. County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 if the packets are not designed or disseminated.
5.	SOW: Paragraph 18.0 – CCACC Website	Maintenance and update of the Los Angeles Community Child Abuse Councils Website www.lachildabusecouncils.org .	Confirmation that website includes calendar, Bulletin Board, and hyperlinks to each Council's website.	Review of monthly non-client service logs, CCACC website and onsite technical review.	Corrective action plan. County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 during each month the website is not functional.
6.	SOW: Paragraph 10.0 – Training Sessions	Coordination of training on Child Abuse and Neglect issues and provision of assistance to the Child Abuse Councils; this task shall include scheduled location, times and subject matter of all projected special activities/projects.	Monthly Non-Client Service Log; log of trainings held and attendees.	Review of monthly non-client service logs; log of trainings held; list of attendees; and onsite technical review.	Corrective action plan. County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 if trainings are not provided.
7.	SOW: Paragraph 12.0 – Distribution of Funding for Child Abuse Councils (CAC)	Dissemination of funds to the Child Abuse Councils for their Special Projects.	Minimum of 30% of the Maximum Contract Sum is distributed equally among the Child Abuse Councils for special projects.	Review of monthly non-client service logs, project proposals, invoices, receipts and onsite technical review.	Corrective action plan.
8.	SOW: Paragraph 14.0 – Meetings	Coordination and facilitation of Child Abuse Council Chairs Meetings.	Attendance at and coordination of at least ten Chairs meetings.	Review of monthly non-client service logs; agendas and minutes of meetings; sign-in sheets and onsite technical review.	Corrective action plan. County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 each time a Chairs Meeting is not facilitated.

**CONTRACT FOR
COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES**

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STATEMENT OF WORK

LINE ITEM BUDGET AND NARRATIVE

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

DEPARTMENT OF AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

Revision: March 2014

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.2 Prepaid Expenses

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

2.0 Accounting System

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

2.1 General Journal

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

Example:

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

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

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

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

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

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

2.7 CONTRACTOR Invoices

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

3.0 Records

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

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

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

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

3.1 Retention

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

3.2 Supporting Documentation

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

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

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

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

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

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

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

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

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

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.)

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

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

3.4 Filing

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

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

3.5 Referencing

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

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

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

4.0 Donations and Other Sources of Revenue

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

5.0 Audits

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

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

6.0 Single Audit Requirements

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

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

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

7.0 Subcontracts

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

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

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

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

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

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

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

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

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

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

3.3 Limitations on Positions and Salaries

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

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

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

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

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

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

Separation of Duties

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

4.0 Capital Assets

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

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

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

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

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

4.1 Acquisition

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

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

Non-Capital Asset Equipment

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

4.2 Asset Identification and Inventory

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

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

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

4.3 Depreciation and Use Allowance

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

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

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

4.4 Rental Costs of Buildings and Equipment

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

4.5 Security

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

4.6 Property Management

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

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

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

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

C. COST PRINCIPLES

1.0 Policy

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

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

1.3 Budget Limitation

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

1.4 Unspent Funds

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

1.5 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

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

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

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

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

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

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

Simplified Allocation Method

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

Example:

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

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

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

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

E. OVERPAYMENTS

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

F. GOVERNANCE

OVERVIEW

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

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

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

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

1.0 Independence

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

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

2.0 Oversight Mechanisms

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

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

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

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

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

3.0 Oversight Committees

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

Nominating Committee

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

Compensation and Benefits Committee

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

Audit Committee

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

Annual Audit Duties:

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

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

Additional Audit Committee Duties

The Audit Committee must:

- ☐ Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- ☐ Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- ☐ Pre-approve all audit and non-audit services provided by the auditor.

Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:

- ☐ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
- ☐ Financial information systems design and implementation;
- ☐ Internal audit outsourcing services;
- ☐ Management functions or human resources;
- ☐ Investment adviser or investment banking services;
- ☐ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

3.0 Reporting Fraud/Misconduct

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

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

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

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

Online:
www.lacountyfraud.org

Email:
hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

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

**DOCUMENTS REQUIRED AT THE TIME OF CONTRACT
EXECUTION**

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY
AGREEMENT

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CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

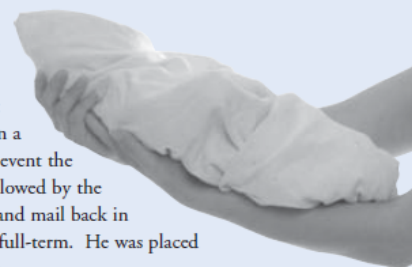
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por 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 periodo 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.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

Los Angeles County Shared Core Practice Model

EXHIBIT M

Practice Strategies	Practice Behaviors (Condensed)	Full Practice Behaviors	Data Dashboard	QSR
<div>Engaging</div> <div>CPM Practice Strategies</div> <div>Engaging:</div> <p>Creating positive rapport and effective working relationships with children/youth and families to bring them in as full partners in case planning and goal accomplishment.</p> <div>Practice Elements</div> <div>Inquiry:</div> <p>Mutual exploration with family and others.</p> <div>Engagement:</div> <p>Invites in and makes central the family's perspective.</p>	1. Approaches all interactions with families, communities and Tribes with openness. <u>Listens...</u> <u>Asks</u> global questions... <u>Uses</u> understandable language...	1. Approaches all interactions with families, communities and tribes with openness. Listens without making assumptions and communicates a genuine desire to learn about the family and their culture, community and tribes by consistently asking global questions followed by more descriptive questions that encourage exchange and learning about family strengths, beliefs, traditions, life situation and who/what is important to family members. Uses language that everyone can understand and frequently checks in on communication styles and terms to ensure understanding.	<div><input type="checkbox"/> Permanency Indicator 1</div> <div><input type="checkbox"/> Permanency Indicator 5</div> <div><input type="checkbox"/> Well-Being Indicator 4</div>	<div>• Engaging</div> <div>• Voice & Choice</div>
	2. Uses tools to explore family relationships, natural supports and safety issues... <u>Explores</u> with children worries, wishes, where they feel safe and want to live...	2. Uses tools such as mapping to explore family relationships, natural circles of support and to identify safety issues and how they can be addressed. Explores with children how, when and with whom they feel safe, what is good in their lives, where they want to live, what worries them and what they wish for. Continuously encourages the family to identify natural supports to be included on their team.	<div><input type="checkbox"/> Permanency Indicator 1</div> <div><input type="checkbox"/> Permanency Indicator 2a</div> <div><input type="checkbox"/> Permanency Indicator 2b</div> <div><input type="checkbox"/> Permanency Indicator 5</div> <div><input type="checkbox"/> Well-Being Indicator 4</div>	<div>• Engaging</div> <div>• Voice & Choice</div>
	3. Seeks information about noncustodial parents, relatives, significant relationships... <u>Finds</u> them thru inquiry and early/ongoing internet search, records review...	3. Seeks information from children, youth, mothers and fathers about non-custodial parents, maternal and paternal grandparents, aunts and uncles, brothers and sisters, Godparents, tribal members, and other significant relationships. Asks early and ongoing, “Who is in your family? Who are you connected with in your community? Who are the keepers of family history? Who in the family do you turn to for reunions, gatherings, ceremonies and at other times of celebration, loss and grief?” Gives reasons why their answers are helpful. Explains the agency’s desire to tap into the family’s natural support system so that their “team” can support family and child safety, healing, reconciliation, and permanency. Finds family members, tribal connections and other significant relationships through inquiry and early and ongoing Internet search and review of medical and educational records, case records and birth records.	<div><input type="checkbox"/> Permanency Indicator 1</div> <div><input type="checkbox"/> Permanency Indicator 2a</div> <div><input type="checkbox"/> Permanency Indicator 2b</div> <div><input type="checkbox"/> Permanency Indicator 5</div> <div><input type="checkbox"/> Well-Being Indicator 4</div>	<div>• Engaging</div> <div>• Voice & Choice</div>
	4. Consistently models honest and respectful communication. <u>Describes</u> situation honestly... <u>Is clear</u> what is being requested... <u>Facilitates</u> dialogue...	4. Consistently models honest and respectful communication by introducing self, communicating a sincere desire to be respectful (“I would like to be respectful, how should I address you?”) and by addressing individuals by the name or title they request. Is open and honest about the situation, explains relevant facts and information, is clear about information or action being requested, and facilitates dialogue regarding how the requested information and actions will affect the situation and support the child and family.	<div><input type="checkbox"/> Permanency Indicator 1</div> <div><input type="checkbox"/> Permanency Indicator 5</div>	<div>• Engaging</div> <div>• Voice & Choice</div>
	5. Follows up inquiry and search... <u>Works quickly</u> to establish paternity/connect child to relatives... <u>Conveys</u> <u>importance</u> as team member/source of support...	5. Follows up inquiry and search activities by: (1) working quickly and leaving no stone unturned to establish paternity and facilitate the child’s connection with paternal relationships and resources, and (2) contacting family, cultural, community and tribal connections not just as placement options, but as important team members and sources of support for the child and family.	<div><input type="checkbox"/> Permanency Indicator 1</div> <div><input type="checkbox"/> Permanency Indicator 2a</div> <div><input type="checkbox"/> Permanency Indicator 2b</div> <div><input type="checkbox"/> Permanency Indicator 5</div> <div><input type="checkbox"/> Well-Being Indicator 4</div>	<div>• Engaging</div> <div>• Voice & Choice</div>

Los Angeles County Shared Core Practice Model

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<div><div><div>Teaming</div></div><div>CPM Practice Strategies</div><div>Teaming:</div><div>The Child and Family Team (CFT) is the basis of the CPM. Through teaming, the family, social worker, clinician and other team members have the opportunity to work together in planning, coordinating and decision-making.</div><div>Practice Elements</div><div>Teaming: Recognizes and appreciates family's community, cultural, tribal and other natural relationships and engages family's entire system of support so that the family's underlying needs can be met.</div><div>Shared Commitment and Accountability: Joint assessments and decisions by worker and family, often including family's team</div></div>							
6. Asks initially and throughout the family's involvement if they would like a support or peer advocate... <u>Links</u> family to advocates... <u>Coordinates</u> with advocates...	6. Asks initially and throughout the family's involvement if they would like a youth, parent, cultural, community or tribal support person or peer advocate on their team to provide advocacy. Links families with advocates when requested and includes the family's support persons and advocates on the team. Continually coordinates with the family's formal and informal advocates to assist the family to find their own solutions and provide on-going support and linkages to culturally competent and effective services to meet their needs.		<input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b	<input type="checkbox"/> Voice & Choice <input type="checkbox"/> Teamwork			
	7. In all interactions, affirms unique strengths, life experience and selfidentified goals of family. <u>Honors</u> culture... <u>Explores</u> solutions... <u>Assures</u> needed support...	7. In all interactions affirms the unique strengths, life experience and self-identified goals of each child and family, honors the role of important cultural, community and tribal leaders the child and family have identified, and encourages mutual exploration of issues, options and solutions with children, parents, family members and cultural, community and tribal leaders in assessment, planning and decisions about children and their families. Assures the family receives needed information, preparation, guidance and support during their involvement with the child welfare system.	<input type="checkbox"/> Safety Indicator 1 <input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 5	<input type="checkbox"/> Voice & Choice <input type="checkbox"/> Teamwork			
	8. Facilitates sharing of important information about child and coordinates communication among all parties. <u>Explores/nurtures</u> mentoring relationship ...	8. Early and continuously facilitates sharing of information and coordination between parents and caregivers regarding the child's daily care, favorite meals, medical or health conditions, medications, appointments, everyday family activities, and other relevant family, religious, cultural and tribal traditions and practices. Continually explores, nurtures, and facilitates the development of a mentoring relationship between the parents and the caregivers within the context of the child and family team and their supportive communities and tribes.	<input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Permanency Indicator 5 <input type="checkbox"/> Well-Being Indicator 4	<input type="checkbox"/> Voice & Choice <input type="checkbox"/> Teamwork			
	12. Demonstrates respect to caregivers... <u>Candid discussions</u> about rights, role, responsibilities... <u>Includes</u> on family team... <u>Provides</u> resource information...	12. Demonstrates respect to caregivers by having candid discussions and developing shared under-standing with caregivers about their rights, role and expectations in being/becoming the child's caregiver, including caregiver participation on the child and family support team, responsibilities to support the child's health, education, spiritual and other needs, and responsibilities to support the child's family relationships and cultural, community and tribal connections. Provides information about resources available based on their role as a family member, non-relative extended family member (NREFM) or other care provider before the child/family needs to access/utilize them.	<input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Permanency Indicator 5 <input type="checkbox"/> Well-Being Indicator 4	<input type="checkbox"/> Voice & Choice <input type="checkbox"/> Teamwork			
14. Establishes, continuously brings together and supports a child and family team... <u>Includes</u> natural supports and others providing services...	14. Establishes, continuously brings together and supports the child and family's team, which includes natural family, cultural, community and tribal supports and others providing services to the family such as social workers, attorneys and services providers.	<input type="checkbox"/> Safety Indicator 1 <input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Permanency Indicator 5 <input type="checkbox"/> Well-Being Indicator 4	<input type="checkbox"/> Voice & Choice <input type="checkbox"/> Teamwork				

Los Angeles County Shared Core Practice Model

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Assessment CPM Practice Strategies Assessment: Working with the child/youth and family to identify the strengths, underlying needs, skills, protective capacities and the trauma the family may have experienced. Practice Elements Self-Advocacy: Supports family to speak for themselves. Advocacy: Speaks out for the family and their perspective to strengthen and support the family Well-Being Partnerships: Trauma-sensitive; Partners with family, community and	10. Gathers and applies all relevant information to child/family safety and well-being... <u>Uses</u> family's cultural lens... <u>Engages</u> team around supporting child...	10. Gathers assessments and other information relevant to the child and family's safety and well-being and works with the family and their team to understand the family's underlying needs and apply the information to casework and decision-making processes using the family's cultural lens; this includes using tools and approaches that help children's voices be heard, that assist everyone to understand who/what is important to the child, and that continually engages family and team members around who/how the relationships, goals and wishes the child has shared are being supported.	<input type="checkbox"/> Safety Indicator 1 <input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Permanency Indicator 5	<input type="checkbox"/> Assessment & Understanding
	11. Promotes Self-Advocacy... <u>Encourages</u> and <u>supports</u> active youth/family voice and leadership in assessing, finding solutions, planning and decisions...	11. Promotes self-advocacy by encouraging, supporting and providing opportunities for youth and families to actively share their voice, offer solutions, act as leaders and be central in assessment, planning and decisions about their lives, including when worker, agency or system are the focus of the advocacy needs.	<input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b	<input type="checkbox"/> Assessment & Understanding
	15. Shows understanding that normal is different for everyone... <u>Incorporates</u> family's perspective of their needs and solutions in all casework and documentation...	15. Shows understanding that normal is different for everyone and checks on what is "normal" for the family and their culture, community and tribes. Facilitates critical thinking and discussion with the family and their team about the family's underlying needs, how they define the problem and what success looks like. Listens attentively, uses language and concepts that the family has used, and incorporates the family's strengths, resources, cultural perspective and solutions in all casework, decision-making, case plans, court reports, meeting notes and other documentation.	<input type="checkbox"/> Safety Indicator 1	<input type="checkbox"/> Assessment & Understanding
	19. With family/team continually assesses, arranges, structures culturally appropriate visitation activities. 20. With family/team assesses need for interactive, experiential coaching during visitation to improve parenting skills. <u>Arranges/advocates</u> for when needed...	19a. With the family, caregiver and team continually assesses culturally appropriate visitation activities in the most natural environment possible that supports the child and the parent/child relationship. 20a. Assesses with the family and their team the need for interactive, experiential coaching during visitation and at other times of natural parent/child interaction to improve parenting skills.	<input type="checkbox"/> Safety Indicator 1 <input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Permanency Indicator 5	<input type="checkbox"/> Assessment & Understanding <input type="checkbox"/> Assessment & Understanding

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	21. Listens consistently to the family’s story... <u>Acknowledges</u> and <u>validates</u> feelings of grief/loss... <u>Helps</u> family explore history, impacts, who can help address...	21. Regularly listens to the family’s story, acknowledges and validates feelings of grief and loss they share by reflecting and reaffirming what was heard. Supports family members to explore their history and experiences, and how this may be impacting their current life situation and underlying needs. Includes naming and acknowledging the many types and layers of trauma the family may have experienced (historically what happened to their community and culture; past experiences of violence, loss, abuse, removal, etc.; recent trauma/loss experiences of child). Encourages family members to address their history with extended family, cultural, community and tribal leaders, therapists, drug treatment providers, and others identified by the family as important to them.	<input type="checkbox"/> Safety Indicator 1 <input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 5 <input type="checkbox"/> Well-Being Indicator 4	<input type="checkbox"/> Assessment & Understanding
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<div>Planning/ Intervention</div> <div>CPM Practice Strategies</div> <div>Planning/Interventio n: Tailoring plans to build on strengths and protective capacities in order to meet individual needs for each child and family.</div> <div>Practice Elements</div> <div>Well-Being Partnerships: Trauma-sensitive; Partners with family, community and Tribes to understand and meet family needs.</div> <div>Recovery, Safety and Well-Being: Identifies, advocates for and supports use</div>	9. Facilitates appropriate family supports and services. <u>Encourages</u> learning from cultural leaders... <u>Shares</u> agency programs... <u>Facilitates</u> team solutions...	9. Facilitates family/team outreach to learn about practices, traditions, services and supports from leaders in the culture, community and tribe. Also shares information about agency programs, providers, resources and supports that could strengthen the family and meet their needs, providing information about any evidence-base and/or relevant cultural adaptations. Facilitates the family and their team to develop solutions that are individualized to the family and their culture, community and tribes.	<input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 5	<input type="checkbox"/> Planning <input type="checkbox"/> Supports & Services <input type="checkbox"/> Intervention Adequacy
	13. Creates environment for open/honest communication. <u>Ensures</u> team planning is informed and timely... <u>Follows</u> through... <u>Admits</u> bias, missteps, mistakes	13. Creates an environment for open and honest communication with the family and the family team about child safety, permanency and court timeframes so that the team’s planning and decision-making is informed, relevant, and timely. Models accountability and trust by following through with representations and agreements. Admits and takes responsibility for one’s own biases, missteps and mistakes.	<input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Permanency Indicator 5	<input type="checkbox"/> Planning <input type="checkbox"/> Supports & Services <input type="checkbox"/> Intervention Adequacy
	19. With family/team continually assesses, arranges, structures culturally appropriate visitation activities.	19b. Based on assessment with the family, caregiver and team, continually arranges and structures culturally appropriate visitation activities in the most natural environment possible that supports the child and the parent/child relationship.	<input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b	<input type="checkbox"/> Planning <input type="checkbox"/> Supports & Services <input type="checkbox"/> Intervention Adequacy
	20. With family/team assesses need for interactive, experiential coaching during visitation to improve parenting skills. <u>Arranges/advocates</u> for when needed..	20b. Follows through with identifying, arranging or advocating for interactive, experiential coaching during visitation and at other times of natural parent/child interaction when the family and their team assess this is needed to improve parenting skills.	<input type="checkbox"/> Permanency Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Permanency Indicator 5	<input type="checkbox"/> Planning <input type="checkbox"/> Supports & Services <input type="checkbox"/> Intervention Adequacy
	22. Explores, connects, and advocates for a broad array of services to assist with loss, grief, healing and recovery.	22. Explores, values, connects the family to and advocates for a broad array of services, supports, cultural practices and traditions that can assist the child and family with loss, grief, hurt, pain, healing and recovery (e.g. “Who and what is helping – and/or in the future could help – with child and family’s physical, mental and emotional health, substance abuse issues, education, spiritual and other needs? Are	<input type="checkbox"/> Safety Indicator 1	<input type="checkbox"/> Planning <input type="checkbox"/> Supports & Services <input type="checkbox"/> Intervention Adequacy

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of culturally sensitive services, supports, practices, traditions.		there cultural or community practices and traditions that you think could support family members' healing, health, wholeness and well-being?)			
Shared Commitment and Accountability:					
Joint assessments and decisions by worker and family, often including family's team	Asks family who/what is helping or could help...				
	23. Creates shared agreement on the culturally sensitive services to address safety, well-being and family needs. <u>Links to</u> and <u>supports use</u> of these services.	23. Through teaming processes creates shared agreement on the safety issues to be addressed and the culturally sensitive services, supports, practices, traditions and visitation plan that will address child safety and support family and cultural relationships and address trauma, loss, behavioral health, drug/alcohol recovery, child safety, child and family well-being and other underlying needs identified by the family and their team. Works continuously to identify, locate, develop, fund, advocate for, link the family to and support the use of the agreed-upon practices, services and supports.	<input type="checkbox"/> Safety Indicator 1 <input type="checkbox"/> Permanency Indicator 2a <input type="checkbox"/> Permanency Indicator 2b <input type="checkbox"/> Well-Being Indicator 4	<input type="checkbox"/> Planning <input type="checkbox"/> Supports & Services <input type="checkbox"/> Intervention Adequacy	

		16. Explores with team members what roles they can play over time to strengthen child safety and support the family. <u>Helps team</u> adapt to changing roles.	16. Explores with team members what roles they can play over time to strengthen child safety and support the family, and then continually engages and reinforces the team in those roles. Facilitates the team to discuss, understand and adapt to changing team member roles – for instance, when reunification efforts stop, helps the team explore, identify and honor a new role for the parent.	<input type="checkbox"/> Safety Indicator 1	<input type="checkbox"/> Tracking and adjustment
Tracking/Adapting/Transitioning					
CPM Practice Strategies Tracking/Adapting: Evaluating the effectiveness of the plan; adapting to challenges; celebrating success and organizing aftercare supports.		17. Facilitates continuous dialogue with the family/team about how supports and services are working... <u>Makes adjustments</u> based on family/team assessment...	17. Facilitates continuous dialogue with the family and their team regarding whether/how the agreed-upon practices, services, supports and visitation plans are working and facilitates adjustments/follow-through based on family and support team discussions, assessments, and decisions.	<ul style="list-style-type: none">• Permanency Indicator 1• Permanency Indicator 5• Well-Being Indicator 4	<input type="checkbox"/> Tracking and adjustment
<u>Practice Elements</u> Recovery, Safety and Well-Being Shared Commitment and Accountability		18. Emphasizes importance of family's support team beyond time of CWS... <u>Facilitates agreement</u> on post-dependency team member commitments/roles...	18. Emphasizes the importance of the family's support team even beyond the time of child welfare agency involvement. Before the case ends, facilitates shared understanding and agreement of team member roles and commitments in maintaining a post-permanency circle of support for the child and family, including identifying a system navigator who is aware of agency supports and services (including mental health and substance abuse) and will act as an ongoing liaison and advocate for the family team when contacted about system supports and services the child and family may need.	<input type="checkbox"/> Safety Indicator 1	<input type="checkbox"/> Tracking and adjustment

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Note: Practice Behaviors 13, 14 and 23 below are already included in the above sections and are repeated below to emphasize their relationship and contribution to Long Term View.			
13. Creates an environment for open and honest communication with the family and the family team about child safety, permanency and court timeframes so that the team’s planning and decision-making is informed, relevant and timely. Models accountability and trust by following through with representations and agreements. Admits and takes responsibility for one’s own biases, missteps and mistakes.		<ul style="list-style-type: none">• Permanency Indicator 1• Permanency Indicator 2a• Permanency Indicator 2b• Permanency Indicator 5	<input type="checkbox"/> Long-term view
	14. Understands normal is different for everyone and checks on what is “normal” for the family and their culture, community and tribes. Facilitates critical thinking and discussion with the family and their team about family needs, how they define the problem and what success looks like. Listens attentively, uses language and concepts that the family has used, and incorporates the family’s strengths, resources, cultural perspective and solutions in all casework, decision-making, case plans, court reports, meeting notes and other documentation.	<ul style="list-style-type: none">• Safety Indicator 1• Permanency Indicator 1• Permanency Indicator 2a• Permanency Indicator 2b• Permanency Indicator 5• Well-Being Indicator 4	<input type="checkbox"/> Long-term view
	23. Through teaming processes creates shared agreement on the safety issues to be addressed and the culturally sensitive services, supports, practices, traditions and visitation plan that will address child safety and support family and cultural relationships and address trauma, loss, mental health, drug/alcohol recovery, child safety, child and family well-being and other needs identified by the family and their team. Works continuously to identify, locate, develop, fund, advocate for, link the family to and support the use of the agreed-upon practices, services and supports.	<ul style="list-style-type: none">• Safety Indicator 1• Permanency Indicator 2a• Permanency Indicator 2b• Well-Being Indicator 4	<input type="checkbox"/> Long-term view

QSR Practice Performance Indicators

- Engagement:** Degree to which those working with the focus child and family (parents and other caregivers) are: • Relating with the child/youth, biological family, extended family, primary caregiver, and other team members for the purpose of building a genuine, trusting and collaborative working relationship. • Identifying a support system and/or finding family members who can assist with support and permanency for the focus child. • Developing and maintaining a mutually beneficial trust-based working relationship with the child and family that involves having unconditional positive regard, respect for diversity, an inclusive planning process, and the ability to understand and work through resistance to participating in services. • Focusing on the child and family’s strengths and needs. • Being receptive, dynamic, and willing to make adjustments in scheduling and meeting locations to accommodate family participation. • Offering transportation and childcare supports, where necessary, to increase family participation in planning and support efforts.
- Voice & Choice:** Degree to which the focus child, parents (including non-custodial parent), family members, and caregivers are active ongoing participants (e.g., having a significant role, voice, choice, and influence) in shaping decisions made about child and family strengths and needs, goals, supports, and services.
- Teamwork:** Degree to which: (1) The “right people” for this child and family have formed a working Child and Family Team that meets, talks, and plans together. (2) The CFT has the skills, family knowledge, and abilities necessary to define the strengths and needs of this child and family and to organize effective services for this child and family, given the level of complexity of circumstances and cultural background of the child and family. (3) Members of the child and family’s team collectively function as a unified team in planning services and evaluating results. (4) The decisions and actions of the team reflect a coherent pattern of effective teamwork and collaborative problem solving that builds upon child and family strengths and needs to benefit the child and family.
- Assessment & Understanding:** Degree to which those involved with the child and family understand: (1) Their strengths, needs, risks, preferences, and underlying issues. (2) What must change for the child to function effectively in daily settings and activities and for the family to support and protect the child effectively. (3) What must change for the child/family to have better overall well-being and improved family functioning. (4) The *big picture* situation and dynamic factors impacting the child and family sufficiently to guide intervention. (5) The outcomes desired by the child and family from their involvement with the system. (6) The path and pace by

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which permanency will be achieved for a child who is not living with nor returning to the family of origin. [Need, as used in this indicator, is based on the *Framework for Assessing and Responding to Needs* presented in the introductory section of the practice performance domain.]

5. **Long-Term View:** Degree to which there are stated, shared, and understood safety, well-being, and permanency outcomes and functional life goals for the child and family that specify required protective capacities, desired behavior changes, sustainable supports, and other accomplishments necessary for the child and family to achieve and sustain adequate daily functioning and greater self-sufficiency. [*Current goals guiding planning of interventions over the past 90 days*]
6. **Planning:** Degree to which a well-informed, well-reasoned, family-centered, team-driven planning process is being used to direct strategies and resources for: (1) meeting near-term child and family needs; (2) achieving child safety, well-being, and permanency outcomes; and (3) supporting and sustaining the family or permanent caregiver.
7. **Support & Services:** Degree to which the strategies, supports, and services planned the child and family are available on a timely and adequate basis to meet near-term child and family needs and to achieve the outcomes planned.
8. **Intervention Adequacy:** Degree to which planned interventions, services, and supports being provided to the child and family have sufficient power (precision, intensity, duration, fidelity, and consistency) and beneficial effect to produce results necessary to meet near-term needs and achieve outcomes that fulfill the long-term view.
9. **Tracking and Adjustment:** Degree to which those involved with the child and family are: • Carefully tracking the child's/family's intervention delivery processes, progress being made, changing family circumstances, and attainment of functional goals and well-being outcomes for the child and family. • Communicating (as appropriate) to identify and resolve any intervention delivery problems, overcome barriers encountered, and replace any strategies that are not working. • Adjusting the combination and sequence of strategies being used in response to progress made, changing needs, and knowledge gained from trail-and-error experience to create a self-correcting intervention process.

Data Dashboard Indicators

Safety Indicator 1: No Recurrence of Maltreatment - Of all children who received at least one Substantiated allegation conclusion in each report month, what percent did not have any substantiated allegation conclusions within six months after the report month?

Permanency Indicator 1: Foster Care Entry (Removal) – Of all children referred to DCFS in each report month, what percent were removed from parent(s) and placed in out-of-home care (OHC)?

Permanency Indicator 2a: Exit to Reunification within 12 months (Entry Cohort) – Of all children placed in foster care in each report quarter, what percent have exited to reunification within 12 months of their placement in foster care?

Permanency Indicator 2b: Exit to Permanency (24+ Months in Foster Care) – Of all children in foster care for 24 months or longer as of the first day of each report quarter, what percent have been discharged to a permanent home by the last day of the third quarter following the report quarter?

Permanency Indicator 5: Re-Entry into Foster Care – Of all children who were reunified during the report quarter, how many came back into out-of-home care within the following 12 months?

Well-Being Indicator 4: Placement with Relatives – Of all children with an initial out-of-home placement made in the report month, what percent were placed with relatives in at least one of their first two placements?

THE PROTECTIVE FACTORS

The Protective Factors are the foundation of the Strengthening Families approach and a cornerstone for family violence prevention. Extensive research supports the common sense notion that when these five Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminish.

Parental Resilience: The ability to cope and bounce back from all types of situations.

Social Connections: Friends, family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents.

Knowledge of Parenting and Child Development: Accurate information about raising young children and appropriate expectations for their behavior.

Concrete Support in Times of Need: Financial security to cover day-to-day expenses and unexpected costs that come up from time to time. Access to formal supports like TANF, Medicaid and informal supports from social networks.

Children's Social and Emotional Development: A child's ability to interact positively with others and communicate his or her emotions and needs effectively.

For more information about the Protective Factors, please visit the Center for the Study of Social Policy (CSSP).

GUIDING PRINCIPLES OF TRAUMA-INFORMED CARE

From: SAMHA News, Spring 2014 Volume 22, Number 2

1. **Safety** - Throughout the organization, staff and the people they serve feel physically and psychologically safe.
2. **Trustworthiness and transparency** - Organizational operations and decisions are conducted with transparency and the goal of building and maintaining trust among staff, clients, and family members of those receiving services.
3. **Peer support and mutual self-help** - These are integral to the organizational and service delivery approach and are understood as a key vehicle for building trust, establishing safety, and empowerment.
4. **Collaboration and mutuality** - There is true partnering and leveling of power differences between staff and clients and among organizational staff from direct care staff to administrators. There is recognition that healing happens in relationships and in the meaningful sharing of power and decision-making. The organization recognizes that everyone has a role to play in a trauma-informed approach. One does not have to be a therapist to be therapeutic.
5. **Empowerment, voice, and choice** - Throughout the organization and among the clients served, individuals' strengths are recognized, built on, and validated and new skills developed as necessary. The organization aims to strengthen the staff's, clients', and family members' experience of choice and recognize that every person's experience is unique and requires an individualized approach. This includes a belief in resilience and in the ability of individuals, organizations, and communities to heal and promote recovery from trauma. This builds on what clients, staff, and communities have to offer, rather than responding to perceived deficits.
6. **Cultural, historical, and gender issues** - The organization actively moves past cultural stereotypes and biases (e.g., based on race, ethnicity, sexual orientation, age, geography), offers gender responsive services, leverages the healing value of traditional cultural connections, and recognizes and addresses historical trauma