



PHILIP L. BROWNING
Director

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

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Board of Supervisors

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July 29, 2014

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 July 29, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE CONTRACTS FOR PROVISION OF PARTNERING
FOR SAFETY AND PERMANENCE – MODEL APPROACH TO
PARTNERSHIPS IN PARENTING TRAINING SERVICES WITH
THE COMMUNITY COLLEGE FOUNDATION
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

This is to request the Board's approval to authorize the Director of the Department of Children and Family Services (DCFS), or his designee, to execute four (4) Contracts for provision of Partnering for Safety and Permanence – Model Approach to Partnerships in Parenting (PS-MAPP) Training Services with The Community College Foundation (TCCF) beginning August 1, 2014, or the date of execution, whichever is later, through July 31, 2015, with an option to extend for up to four (4) additional one-year renewal periods through July 31, 2019; and an additional extension for a period not to exceed six (6) months, if necessary to complete a solicitation or negotiation of a new contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve use of Form Contracts in substantially similar form to Attachment I for the provision of PS-MAPP Training Services for four (4) Contracts with TCCF and in the amounts indicated in Attachment II. The maximum contract sum of \$5,523,837 will be financed using approximately 75 percent (\$4,142,878) Federal, 17.5 percent (\$966,671) State, and 7.5 percent (\$414,288) net County cost (NCC).
2. Delegate authority to the Director of DCFS, or his designee, to execute four (4) Contracts with TCCF, effective August 1, 2014 or the date of execution, whichever is later, through July 31, 2015, with the option to extend up to four (4) additional one-year periods, and for a period not to exceed six

(6) additional months by written notification beyond the then current expiration date, if such additional time is necessary to complete a solicitation or negotiation of a new contract, contingent upon: (a) the availability of funding; (b) when it is in the County's best interest; and (c) upon approval by County Counsel.

3. Instruct the Director of DCFS, or his designee, to notify the Board and the CEO in writing within ten (10) working days of executing the PS-MAPP Contracts and Contract extensions.

4. Delegate authority to the Director of DCFS, or his designee, to execute contract amendments to increase or decrease the maximum contract sum by no more than ten percent, if needed to accommodate changes in the number of units of services, provided that: (a) sufficient funding is available; (b) County Counsel approval is obtained prior to executing such an amendment; and (c) the Director of DCFS notifies the Board and the CEO in writing within ten (10) working days of execution of such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The PS-MAPP training program for resource (foster/adoptive) parents is designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care and adoption and to enhance the ability of foster and adoptive parents to care for the children placed in their homes. The current countywide Contract for these services expires on July 31, 2014. Without approval of the recommended actions, PS-MAPP training services will not be available to potential resource (foster/adoptive) parents throughout the County of Los Angeles; thus reducing the number of appropriate placement resources for children.

The recommended agency will provide services in the four (4) Regions that encompass two Service Planning Areas (SPAs) per Region, based on the needs of the County. The recommended agency and services areas are as follows:

THE COMMUNITY COLLEGE FOUNDATION (TCCF)

- REGION SPAs
- NORTH 1 & 2
- EAST 3 & 4
- WEST 5 & 6
- SOUTH 7 & 8

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan, Goal No. 2 – Children, Family and Adult Well-Being. The recommended action will fulfill DCFS' commitment to safety, permanency, and well-being/education by preparing all prospective resource parents to support the goals of reunification, and when that is not possible, are prepared to provide permanence to a child.

FISCAL IMPACT/FINANCING

The maximum annual contract sum for the initial contract year effective August 1, 2014 through July

31, 2015 for the four (4) contracts is \$989,934 financed using 75 percent (\$742,451) Federal revenue, 17.5 percent (\$173,238) State revenue and 7.5 percent (\$74,245) NCC; \$908,000 of the total cost of the initial Contracts is included in the FY 2014-15 Adopted Budget and the remaining funding will be included in the Department's future Budget Request.

The contract sums for the initial contract year are \$179,988 for the North Region and \$269,982 each for the East, West and South Regions. The first optional one-year period effective August 1, 2015 through July 31, 2016, contract amounts will not exceed \$181,188 for the North Region and \$271,782 each for the East, West, and South Regions. Second optional one-year period effective August 1, 2016 through July 31, 2017, contract amounts will not exceed \$182,388 for the North Region and \$273,582 each for the East, West, and South Regions. Third optional one-year period effective August 1, 2017 through July 31, 2018, contract amounts will not exceed \$183,588 for the North Region and \$275,382 each for the East, West, and South Regions. Fourth optional one-year period effective August 1, 2018 through July 31, 2019, contract amounts will not exceed \$184,788 for the North Region and \$277,182 each for the East, West, and South Regions. The combined maximum total cost is \$5,523,837 which includes \$508,167 for the optional six month extension.

In this Contract, one of the performance targets is that the number of families approved as licensed placement resources will increase by 10 percent the initial year and 5 percent in subsequent years. As the number of families served by the vendor will increase each year, there is a need to increase the year-to-year costs each year of the Contract to cover the expected increased costs.

In addition, TCCF will provide a proposed annual match of \$274,118 for the first year of the contract to provide PS-MAPP training services. The total annual projected cost for the four (4) Regions, including the Contractor's match, is \$1,264,052 for the first year.

The recommended contractor must maintain at least 40 percent of the required quantity of PS-MAPP training series for their awarded Region for each Contract year. The contract contains several compliance monitoring methods to ensure quality performance and service delivery by the contractor. There are also several controls detailed in the SOW to ensure that services to each of the four regions are met, including the development of corrective action plans should an issue with under performance be identified.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS has the responsibility to recruit and train potential resource (foster/adoptive) parents, and participates with the California Department of Social Services, Community Care Licensing Division conducting orientations for prospective resource parents.

PS-MAPP training is for potential resource (foster/adoptive) parents. These services provide the potential resource (foster/adoptive) parents with guidance and a thorough understanding of their roles. It also provides an opportunity for DCFS to observe and assess potential resource (foster/adoptive) parents. Classes are offered in English and Spanish throughout the eight (8) SPAs. Sign Language interpreters are available for attendees who are deaf. Other languages will be accommodated upon request.

This Contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract sum. Further, the contractor will not be asked to perform services that exceed the maximum contract sums, scope of work, or contract terms.

On November 25, 2013, the California Department of Social Services approved DCFS' request for a five-year contract term.

This Contract complies with all Board and the CEO requirements. County Counsel and the CEO have reviewed this Board letter. The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS utilized a Request for Proposals (RFP) solicitation process to seek agencies and organizations to provide services in four (4) Regions that encompass two (2) Service Planning Areas (SPAs) each [North (SPAs 1 & 2), East (SPAs 3 & 4), West (SPAs 5 & 6), South (SPAs 7 & 8)]. Contractors interested in providing services were required to submit separate proposals for each Region for which services were being proposed which demonstrated their ability to provide services for DCFS.

As part of the competitive solicitation process, approximately 1,014 letters were sent to service providers, and advertisements ran in the Los Angeles Times, Daily News, San Gabriel Valley Tribune, Press Telegram, Antelope Valley Press, and the Daily Breeze with one (1) initial and two (2) reference ads. The solicitation was also posted on the County of Los Angeles Internal Services Department Web site under two different commodity codes: Code 95290 Training and Instruction Services (For Clients, not staff), and Code 92416 Course Development Services, Instructional/Training, and DCFS' Web site. As a result, two (2) potential providers attended the Proposers' Conference, and four (4) proposals were received from one (1) potential contractor: one (1) each for the North, East, West and South Regions.

Four (4) proposals were evaluated for compliance with minimum requirements. Four (4) proposals from one (1) agency were evaluated and scored by a team of qualified managers based on prospective contractors' knowledge of the required services specified in the Statement of Work. Selection and evaluation included whether proposals were responsive and beneficial to the County, and were evaluated using the Informed Averaging Scoring Methodology. TCCF submitted a proposal for each of the four (4) Regions and ranked the highest average total score in the North, East, West and South Regions. TCCF is being recommended for the contract awards because their proposals scored the highest.

DCFS has confirmed that the contractor TCCF is not listed in the Contractor Alert Reporting Database (CARD).

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

This Contract does not include a provision for cost of living increases.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The PS-MAPP training program provides an opportunity for the Children's Social Worker (CSW) member of the training staff to observe and evaluate prospective resource (foster/adoptive) parents. These training services benefit foster children by increasing the pool of qualified resource

The Honorable Board of Supervisors

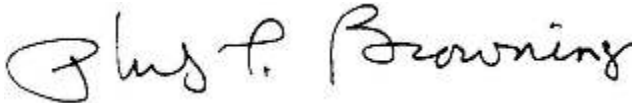
7/29/2014

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(foster/adoptive) parents to care for them.

Without approval of the recommended actions, PS-MAPP training services will not continue to be available to potential resource (foster/adoptive) parents throughout the County of Los Angeles; thus reducing the department's ability to place children in appropriate homes.

Respectfully submitted,

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

PHILIP L. BROWNING

Director

PLB:EM:LTI

KAF:JAR:sl

Enclosures

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

**PARTNERING FOR SAFETY AND PERMANENCE – MODEL
APPROACH TO PARTNERSHIPS IN PARENTING
TRAINING SERVICES CONTRACT**

_____ REGION

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

THE COMMUNITY COLLEGE FOUNDATION

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020

AUGUST 1, 2014

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH
TO PARTNERSHIPS IN PARENTING SERVICES CONTRACT

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EXHIBIT A: STATEMENT OF WORK

- Exhibit A-1 Performance Requirements Summary
- Exhibit A-2 Pricing Schedule
- Exhibit A-3 Line Item Budget
- Exhibit A-4 Department of Children and Family Services - Service Planning Areas
- Exhibit A-5 Sample Formats for Monthly Reports and Invoices
- Exhibit A-6 Quality of Life Standards FYI 02-08
- Exhibit A-7 PS-MAPP Training Curriculum Learning Objectives

EXHIBIT B: ATTACHMENTS

- Attachment A Contractor's Equal Employment Opportunity (EEO) Certification
- Attachment B Community Business Enterprise Form (CBE)
- Attachment C-1 Contractor Acknowledgement and Confidentiality Agreement
- Attachment C-2 Contractor Employee Acknowledgement and Confidentiality Agreement
- Attachment C-3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- Attachment D Auditor-Controller Contract Accounting and Administration Handbook
- Attachment E Internal Revenue Service Notice 1015
- Attachment F Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- Attachment G Safely Surrendered Baby Law Fact Sheet
- Attachment H Contractor's Administration
- Attachment I County's Administration
- Attachment J Charitable Contributions Certification
- Attachment K Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Attachment L User Complaint Report

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH
TO PARTNERSHIPS IN PARENTING
_____ REGION**

Partnering for Safety and Permanence – Model Approach to Partnerships in Parenting Training Services (hereinafter referred to as “Contract”)

This Contract is made and entered into this ____ day of _____ 2014, by and between

County of Los Angeles
hereinafter referred to as “COUNTY”

and

THE COMMUNITY COLLEGE FOUNDATION
hereinafter referred to as “CONTRACTOR.”

RECITALS

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

WHEREAS, the County desires to provide Partnering for Safety and Permanence – Model Approach to Partnerships in Parenting (PS-MAPP) to prospective foster and adoptive parents; and

WHEREAS, County has determined that the services to be provided under this Contract are needed in order to train prospective foster and adoptive parents to become successful caregivers to children under the care and supervision of the Department of Children and Family Services; assist prospective resource parents with the licensing approval process; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7 and B, Attachments A, B, C-1, C-2, C-3, D, E, F, G, H, I, J, K and L are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits and Attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. **Adoptive Parent** – means a person(s) who has adopted or is in the process of adopting a child or children.
 - B. **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - C. **Contract** – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - D. **Contractor** – means the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.

- E. **Contractor Program Director (CPD)** – means the Contractor’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- F. **County** – means the County of Los Angeles and includes the Department of Children and Family Services.
- G. **County's Board of Supervisors** - means the governing body of the County of Los Angeles.
- H. **County Program Manager (CPM)** – means the individual responsible for the day-to-day management of the Contract and designated by the County to monitor the program and provide assistance to the Contractor in the administration of the Contract.
- I. **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, shall mean calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- J. **DCFS** – means the County’s Department of Children and Family Services.
- K. **Director** – means the County’s Director of the Department of Children and Family Services or his or her authorized designee.
- L. **Fiscal Year(s)** – means the 12 month period beginning July 1st and ending the following June 30th.
- M. **Maximum Contract Sum** – means the total amount to be paid under this Contract.
- N. **Partnering for Safety and Permanence – Model Approach to Partnerships in Parenting (PS-MAPP)** – means a comprehensive 33-hour training program designed to provide foster and adoptive parents with a firm foundation of knowledge, skills and attitudes regarding foster care and adoption, as well as enhance their ability to care for the children placed in their homes.
- O. **Program** – means the work to be performed by the Contractor as defined in Exhibit A, Statement of Work.
- P. **PS-MAPP Participants** – means potential resource families that have completed an informational orientation as well as enrolled and/or attended the first module of the PS-MAPP training series.

- Q. **Quality Assurance Plan** – means a plan that demonstrates how the objectives for the contracted activities/services will be met. A continuous Quality Improvement Process Plan shall review and assure all requirements of the contract are met or exceeded.
- R. **Series** – means eleven 3-hour modules or a total of thirty three hours training.
- S. **Subcontract** – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

- 2.1 The term of this Contract shall commence on August 1, 2014, or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on July 31, 2015, or one year from the date of execution by the Director of DCFS, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The County shall have the sole option to extend this Contract term for up to four additional one-year periods for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the Contractor, provided that approval of County Counsel is obtained prior to any such extension.
- 2.3 The County will issue a written start work notice to the 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. The 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 the Contractor shall stop work immediately upon receipt of such written stop work notice.
- 2.4 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the fifth year of the Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.
- 2.5 The Contractor shall notify DCFS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit B, Attachment I – County's Administration.

3.0 CONTRACT SUM

- 3.1 The maximum amount payable under this Contract for the first Contract year shall not exceed \$_____, hereinafter referred to as “Maximum Annual Contract Sum.” The total amount payable under this Contract, if all four one-year extension options are exercised, is \$_____, hereinafter referred to as “Maximum Contract Sum.”
- 3.2 The County and the Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, the County shall compensate the Contractor as specified in Exhibit A-2, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.
- 3.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Attachment I – County’s Administration.
- 3.5 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

3.6 The Contractor's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. The 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, the Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

3.7 The Contractor has prepared and submitted to the County a budget segregating direct and indirect costs and profit for the work to be performed by the Contractor under this Contract. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

3.8 Time is of the essence with regard to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

3.9 Reallocation of Funds

The Contractor must maintain 40 percent of the quantity of PS-MAPP training series proposed for their awarded Region as stated in the Contract for each Contract year from August 1st through July 31st. The County will assess Contractor in the seventh month of each Contract year to determine the Contractor's performance. If the Contractor fails to maintain 40 percent of the quantity of PS-MAPP training series proposed, the Contractor funds may be reduced and reallocated to other Regions that are meeting their performance levels. The County, at its discretion, may reduce the Contractor's total Maximum Contract amount for the following contract year to more accurately reflect the Contractor's level of service.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

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 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to County

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

Certificates and copies of required endorsement shall be sent to:

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

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

4.1.2 Additional Insured Status and Scope of Coverage

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

4.1.3 Cancellation of or Changes in Insurance

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

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

4.1.4 Failure to Maintain Insurance

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

4.1.5 Insurer Financial Ratings

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

4.1.6 Contractor's Insurance Shall Be Primary

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

4.1.7 Waivers of Subrogation

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

4.1.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as

additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

4.1.9 Deductibles and Self-Insured Retentions (SIRs)

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

4.1.10 Claims Made Coverage

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

4.1.11 Application of Excess Liability Coverage

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

4.1.12 Separation of Insureds

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

4.1.13 Alternative Risk Financing Programs

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

4.1.14 County Review and Approval of Insurance Requirements

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

4.2 Insurance Coverage Requirements:

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

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

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

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

4.2.4 **Professional Liability:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a

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

5.0 INVOICES AND PAYMENTS

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice the County monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the County. The Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 The Contractor, without prior approval of County, may reallocate up to a maximum of five percent of the Maximum Annual Contract Sum for each year between line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) in the 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.
- 5.3 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. The 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.
- 5.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular 122 and OMB Circular 133. The Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 5.5 Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the County Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: PS-MAPP Program Manager
532 East Colorado Blvd., 8th Floor
Pasadena, CA 91101

- 5.6 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.7 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.
- 5.8 Contractor is responsible for the accuracy of invoices submitted to the County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify the County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to the 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.
- 5.9 Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and Contractor agrees that County has no obligation,

whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.

- 5.10 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.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 6.3 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.
- 6.4 Disqualification of any member of Contractor's staff pursuant to this Section 6.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.5 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.

- 6.6 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.

7.0 CONFIDENTIALITY

- 7.1 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.
- 7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4 Contractor shall sign and adhere to the provisions of "Contractor Acknowledgement and Confidentiality Agreement", Attachment C-1.

- 7.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment C-2. Contractor shall maintain in its files copies of such executed Agreements.
- 7.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Attachment C-3. Contractor shall maintain in its files copies of such executed Agreements.
- 7.7 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.8 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.9 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

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

9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 9.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

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

10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 10.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 10.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

- 10.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 10.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 Contractor's Program Director

1.1.1 The Contractor's Program Director is designated in Exhibit B, Attachment H, Contractor's Administration. Contractor shall notify the County in writing of any change in the name or address of the Contractor Program Director.

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

1.2 Approval of Contractor's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following Sub-sections are designated in Exhibit B, Attachment I, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 County Program Manager

The responsibilities of the County Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

2.2 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.

2.3 The County Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

4.1 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 section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

4.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 7.0.
- 7.2 Except as provided in this Section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or condition included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS.

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

- The amendment shall be in compliance with applicable County, State and Federal regulations; and
- The Board of Supervisors has appropriated sufficient funds in County's budget; and
- 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
- Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Part II, Section 55.0, Termination for Contractor's Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with County policy, Contractor has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

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

- 11.1 Within five business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 11.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 11.3 If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 11.4 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.
- 11.5 The Contractor shall preliminarily investigate all complaints and notify the County Program Manager of the status of the investigation within five business days of receiving the complaint.
- 11.6 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.
- 11.7 Copies of all written responses shall be sent to the County Program Manager within three business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
 - 12.1.1 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.

12.1.2 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).

12.2 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.

12.3 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 12.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

14.1 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 Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

3. If 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 term of this 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 Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by the 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.

16.0 CONFLICT OF INTEREST

16.1 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.

16.2 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 complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

17.1 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 Opportunities 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.

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

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR RE-EMPLOYMENT LIST

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 The 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 B, Attachment D, Auditor-Controller Contract Accounting and Administration Handbook.

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 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.

21.2 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.

21.3 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.

21.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request,

the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

21.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

- 21.6 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/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName+true>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 INTENTIONALLY OMITTED

24.0 CONTRACTOR'S WORK

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

25.0 COUNTY'S QUALITY ASSURANCE PLAN

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

26.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in subsection 26.1 “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.

27.0 EMPLOYEE BENEFITS AND TAXES

- 27.1 The Contractor shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 27.2 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.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 28.1 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.
- 28.2 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 Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

29.0 EVENTS OF DEFAULT

- 29.1 Default for Non-Performance

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

- The Contractor has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- The Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

29.2 Other Events of Default

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

30.0 FAIR LABOR STANDARDS

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

31.0 FIXED ASSETS

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

32.0 FORCE MAJEURE

32.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of

fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-section as "force majeure events").

32.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-section, the term "subcontractor" and subcontractors" mean subcontractors at any tier.

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

33.0 FORMER FOSTER YOUTH CONSIDERATION

33.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. The Contractor shall notify the 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
Attention: Division Chief Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

33.2 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may

be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

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

34.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

35.0 INDEMNIFICATION

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.

36.0 INDEPENDENT CONTRACTOR STATUS

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

36.2 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.

36.3 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.

36.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "Contractor Employee Acknowledgement and Confidentiality Agreement." The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment C-3, "Contractor Non-Employee Acknowledgement and Confidentiality Agreement."

36.5 The Contractor shall adhere to the provisions stated in Section 7.0 – Confidentiality.

37.0 LIQUIDATED DAMAGES

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

37.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, 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 One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated

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

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

37.3 The action noted in Sub-section 37.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

38.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

The 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'.)

39.0 MOST FAVORED PUBLIC ENTITY

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

40.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

40.1 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.

- 40.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 40.3 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.
- 40.4 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.
- 40.5 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.
- 40.6 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 40.0 when so requested by the County.
- 40.7 If the County finds that any provisions of this Section 40.0 have been violated, such violation shall constitute a material breach of this Contract upon which the County may determine to terminate this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or

regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

41.0 NON EXCLUSIVITY

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

42.0 NOTICE OF DELAYS

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

43.0 NOTICE OF DISPUTES

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

44.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit B, Attachment E.

45.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to

the parties as identified in Attachment H, Contractor's Administration and Attachment I, County's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

46.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

47.0 PROPRIETARY RIGHTS

47.1 The County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of the County, provided that Contractor may retain possession of all working papers prepared by the Contractor. During and subsequent to the term of this Contract, the County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

47.2 Notwithstanding any other provision of this Contract, County and Contractor agree that the County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by the Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

47.3 Any materials, data and information not developed under this Contract, which the Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

- 47.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor. However, County will notify Contractor of any Public Records Act request for items described in Sub-section 47.3.
- 47.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-section 47.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-section 47.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 47.6 The Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, the Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 47.7 The Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in the County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by the County, without the County's prior written consent.
- 47.8 All the rights and obligations of this Section 47.0 shall survive the expiration or termination of this Contract.

48.0 PUBLIC RECORDS ACT

- 48.1 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 Part II, Standard Terms and Conditions, Section 50.0, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the 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 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.

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

49.0 PUBLICITY

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

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

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

50.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or record relating to this Contract. All such material, including but not limited to, all financial records, bank

statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location. The Contractor shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 50.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 50.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 50.0 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 50.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand; or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 50.4 The Contractor shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County and/or the

California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, Contractor shall forward copies of such reports to DCFS.

51.0 RECYCLED BOND PAPER

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

52.0 SAFELY SURRENDERED BABY LAW

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

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

52.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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 B, Attachment G, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

53.0 SHRED DOCUMENT

53.1 The Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred"

until they are destroyed. No confidential documents and papers are to be recycled.

53.2 Documents for record and retention purposes in accordance with Part II, Standard Terms and Conditions, Section 50.0 Record Retention and Inspection/Audit Settlement, Sub-section 50.2 of this Contract are to be maintained for a period of five (5) years.

54.0 SUBCONTRACTING

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

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

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

54.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

54.4 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.

54.5 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.

54.6 The County Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

54.7 The Contractor shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:

- An executed Exhibit B, Attachment C-2, "Contractor Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Unique Terms and Conditions, Section 4.0, Insurance Requirements, of this Contract, and
- The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.

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

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

54.10 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.

55.0 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 55.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-section 55.1, the County may procure, upon such terms and in such manner, as County may deem appropriate, 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 Section.
- 55.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-section 55.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 55.4 If, after the County has given notice of termination under the provisions of this Section 55.0, it is determined by the County that the Contractor was not in default under the provisions of this Section 55.0, or that the default was excusable under the provisions of Sub-section 55.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Standard Terms and Conditions, Section 56.0, Termination for Convenience.

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

56.0 TERMINATION FOR CONVENIENCE

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

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

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

56.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Part II, Standard Terms and Conditions, Section 50.0, Record Retention and Inspection/Audit Settlement.

57.0 TERMINATION FOR IMPROPER CONSIDERATION

57.1 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.

57.2 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.

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

58.0 TERMINATION FOR INSOLVENCY

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

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

58.2 The rights and remedies of the County provided in this Section 58.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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.

60.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

61.0 TIME OFF FOR VOTING

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

62.0 USE OF FUNDS

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

63.0 VALIDITY

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

64.0 WAIVER

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

65.0 WARRANTY AGAINST CONTINGENT FEES

65.1 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.

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

66.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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. Contractor must notify County Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

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

THE COMMUNITY COLLEGE FOUNDATION
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

County of Los Angeles
Department of Children and Family Services

**PARTNERING FOR SAFETY AND PERMANENCE – MODEL
APPROACH TO PARTNERSHIPS IN PARENTING (PS-MAPP)
TRAINING SERVICES**

EXHIBIT A: STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO
PARTNERSHIPS IN PARENTING (PS-MAPP) TRAINING SERVICES

STATEMENT OF WORK

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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's Strategic Plan Mission, Values, Goals and Performance Outcomes.

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

These shared values are encompassed in the County's Strategic Plan's five goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. 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 contracting partners.

PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO PARTNERSHIPS IN PARENTING (PS-MAPP) TRAINING SERVICES

SECTION B – PROJECT FOUNDATION

2.0 OVERVIEW

2.1 The Los Angeles County Department of Children and Family Services (DCFS) in order to provide safe and stable homes for children who are removed from their families of origin, must recruit, train, and support families as they proceed through the process of becoming a resource and/or adoptive parent. DCFS recruits prospective foster and adoptive families through a variety of methods such as radio, television, print ads, and social media, such as Facebook, staffing community booths, partnering with the faith-based community, and using foster and adoptive parents as ambassadors for the Department. Data received by the Placement and Recruitment Unit's tracking system of how families were referred to DCFS shows that a significant number of families learned about fostering and adopting through the organization that provided the PS-MAPP classes. In order to increase the number of prospective foster and adoptive families, a more comprehensive plan to provide DCFS access to the communities where the PS-MAPP classes are being offered is needed. To ensure that needs of children and families served by DCFS are met, DCFS is looking to engage community partners who will:

2.1.1 Provide training (initial leadership and annual leadership training) to the training teams in the Partnering for Safety and Permanence – Model Approach to Partnership in Parenting (PS-MAPP) curriculum by accredited trainers, and provide PS-MAPP pre-service training to prospective resource families.

2.1.2 Provide access to locations and venues where DCFS can recruit prospective resource and adoptive families.

2.1.3 Assist prospective resource parents with the licensing approval process through Community Care Licensing Division (CCLD) California Department of Social Services (CDSS), and provide Cardio-Pulmonary Resuscitation (CPR) and First Aid certification that meets licensing standards.

2.2 PS-MAPP

DCFS provides training to potential resource families through its Adoption and Permanency Resources Division (APRD). DCFS has the responsibility to recruit and train potential resource and adoptive parents, conduct orientations and approve the homes of applicants seeking placements for children and youth placed under its care and supervision. DCFS has adopted the PS-MAPP curriculum.

2.2.1 The current child and family service population, along with the requirements of the Adoptions and Safe Families Act (ASFA), mandate that agencies prepare potential resource and adoptive parents to work as team members.

2.2.1.1 The pre-service trainings support five core competencies to help foster and adoptive parents develop and enhance the ability to promote child safety, permanence, and well-being:

- Meet the developmental and well-being needs of children and youth coming into care, or being adopted through foster care;
- Meet the safety needs of children and youth coming into care, or being adopted through foster care;
- Support alliance building with parents of children in foster care;
- Support concurrent planning for permanency; and
- Meet their family's needs in ways that assure that a child's safety and well-being needs are met.

2.2.2 Concurrent planning acknowledges that permanency is best achieved when a child returns to a birth parent who can safely care for the child and calls for intensive family reunification services. However, concurrent planning also acknowledges that not all children will be able to return home and allows Children's Social Workers (CSWs) to simultaneously work toward alternate permanent plans, such as adoption and legal guardianship, for children in the event that reunification efforts are unsuccessful. Concurrent planning facilitates adoption, legal guardianship and KinGap.

2.2.3 PS-MAPP provides an experiential training that prepares potential resource (foster and adoptive) families to make a decision about their ability, willingness and readiness to participate in resource care and adoptive programs, as well as to determine their desire and ability to work as partners in permanency planning. Permanency planning is the service provided to achieve legal permanence for a child when efforts to reunify have failed until the court terminates family reunification services.

2.2.4 Each PS-MAPP training series is taught by a three-member team, consisting of one Contractor instructor, one experienced resource/adoptive parent under the employ of the Contractor, and

one County Children’s Social Worker (CSW) instructor provided by the County. All team members must be accredited to facilitate the PS-MAPP curriculum by participating in the PS-MAPP Leadership training facilitated by Master Trainers provided by the Contractor. The PS-MAPP curriculum (see Exhibit A-7 for curriculum learning objectives) is designed to provide knowledge and skills to potential foster and adoptive parents to become successful caregivers to children placed under their care and supervision by DCFS CSWs. Potential resource and adoptive parents must become Licensed Foster Family Homes through CCLD CDSS and approved by DCFS for placement. Care providers are required to complete PS-MAPP training before the placement of any child or children in their homes. This Statement of Work (SOW) further explains the services required.

2.3 Assist Families In Obtaining Foster Family Home Licensure through CCLD CDSS.

2.3.1 The approval process for families to have DCFS supervised children placed in their care consists of two parts: 1) DCFS completes a family assessment to ascertain their ability to meet the needs of DCFS supervised children; and 2) Families are required to obtain a foster family home license through CCLD CDSS. Many families find it challenging to obtain a license and have trouble completing the documents needed to meet CCLD requirements. These families are in need of assistance.

3.0 DEFINITIONS

- 3.1 **Accredited** – means having successfully completed the PS-MAPP facilitator classes led by a Master Trainer.
- 3.2 **Adoptive Parent** – means a person(s) who has adopted, or is in the process of adopting a child or children.
- 3.3 **Adoption and Safe Family Act (ASFA)** – means the Congressional enactment to assure the safety of children known to the child welfare system; to expedite permanency, and to provide States with more options to achieve permanency.
- 3.4 **Birth Parent** – means the biological parent of a child.
- 3.5 **Certified Foster Parent(s)** – means a family and their home approved by a licensed foster family agency (FFA) for its exclusive use.
- 3.6 **Children’s Social Worker (CSW)** – means social workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.

- 3.7 **Community Partner** – means a non-government organization that will work cooperatively together with DCFS to meet their goals of safety, well-being and permanence.
- 3.8 **Compliance** – means for this contract, following the rules and regulations of the State of California Community Care Licensing Division and has not received substantiated violations or a pattern of violations against their license.
- 3.9 **Concurrent Planning** – means the setting up of an alternative permanent plan (adoption, legal guardianship, or long term foster care) while at the same time providing Family Reunification Services for a detained child.
- 3.10 **Contractor** – means the sole proprietor, partnership or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.
- 3.11 **Contractor Instructor** – means the Contractor or designee participating as a co-trainer in PS-MAPP training sessions.
- 3.12 **Contractor Program Director (CPD)** – means the Contractor’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 3.13 **County Program Manager (CPM)** – means the individual responsible for the day-to-day management of the Contract and designated by the County to monitor the program and provide assistance to the Contractor in the administration of the Contract.
- 3.14 **Family Assessment** – means a standardized evaluation tool used to evaluate a prospective resource family’s strengths and readiness to provide foster care and/or adopt a child as well as meeting the State regulations for an adoption home study.
- 3.15 **Family of Origin** – means the people a child grows up with, including parents and siblings.
- 3.16 **Fiscal Year** – means the 12-month period beginning July 1st and ending the following June 30th.
- 3.17 **Foster Family Agency (FFA)** – means a non-profit organization licensed by the State of California to recruit, certify, train and provide professional support to their certified foster parents and the DCFS foster children in their care.
- 3.18 **Legal Guardianship** – means a person appointed by the Los Angeles County Superior Court which grants legal custody and responsibility for a child.

- 3.19 **Legal Permanence** – means an order from dependency court granting a child(ren) permanent residency in the home of parent, adoptive parent or relative legal guardian.
- 3.20 **Licensed Foster Family Home** – means a written authorization from the CCLD (licensing agency) to operate a foster family home (FFH). The license may not be transferred to another person or location.
- 3.21 **Master Trainer** – means a person accredited to train and accredits facilitators in the PS-MAPP curriculum.
- 3.22 **Module** – means a 3-hour session in the PS-MAPP training series. The PS-MAPP training series consists of eleven 3-hour sessions for a total of 33 hours of training.
- 3.23 **Partnering for Safety and Permanence – Model Approach to Partnerships in Parenting (PS-MAPP)** – means a comprehensive 33-hour training program designed to provide foster and adoptive parents with a firm foundation of knowledge, skills and attitudes regarding foster care and adoption, as well as enhance their ability to care for the children placed in their homes.
- 3.24 **Placement and Recruitment Unit (PRU)** – DCFS social workers assigned to the Adoption and Permanency Resources Division and are responsible for recruiting prospective foster and adoptive parents, providing orientations with Community Care Licensing, and matching prospective adoptive parents with children in need of an adoptive family.
- 3.25 **Pre-Service Training** – means a series of classes provided to prospective resource families that have completed a joint orientation meeting with DCFS and CCLD.
- 3.26 **Pre-Screening** – means a process the Contractor will complete to assess potential resource families for PS-MAPP immediate enrollment. The assessment will include, but is not limited to: assessment of available space in the home for DCFS supervised children, previous history of fostering and/or adopting, ability to show proper identification for live scan criminal clearance, family’s current receipt of TANF/CalWORKS for income stability assessment, imminent plans for change of residence, and family’s interest in being a caregiver for children that DCFS has identified as high priority for out-of-home placements.
- 3.27 **PS-MAPP Participants** – means potential resource families that have completed an informational orientation as well as enrolled in and/or attended the first module of the PS-MAPP training series.
- 3.28 **Quality Assurance Plan** – means a plan that demonstrates how the objectives for the contracted activities/services will be met. A continuous

Quality Improvement Process Plan shall review and assure all requirements of the contract are met or exceeded.

- 3.29 **Resource Family Parents** – means potential or approved foster or adoptive care providers who are prepared for concurrent planning, foster care and adoption and includes kinship relatives or non-relative care providers.
- 3.30 **Retention** – the ability to keep prospective and existing licensed foster family home caregivers and approved relative caregivers through pre-service training, assistance with the licensing application process, and ongoing training as required by Community Care Licensing Division and DCFS.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 The County shall provide a CPM to coordinate the delivery of the services of this Contract with the CPD.
 - 4.1.1 The CPM will be responsible for the management of components of recruitment, provision of training in the PS-MAPP curriculum to the training team, PS-MAPP pre-service training, provision of other PS-MAPP related training to the training team, and assistance with obtaining foster family home licensure from CCLD CDSS.
- 4.2 The CPM or designated alternates will have full authority to monitor the Contractor's performance in the day-to-day operation of this Contract.
- 4.3 The CPM will provide direction to the Contractor in areas relating to DCFS policy, information and procedural requirements.
- 4.4 The CPM is responsible for daily management of Contract operation and overseeing monitoring activities. The CPM is identified in Attachment I.
- 4.5 The Contractor shall designate a CPD responsible for daily management of Contract operation and overseeing the work to be performed by the Contractor as defined in this Statement of Work. The CPD is identified in Attachment H.
- 4.6 The Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 4.7 Overall project coordination between Contractor and County shall be through the County's CPM or designees and the CPD, authorized representative(s) or their designated alternates.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

- 5.1 The CPM has full authority to monitor and evaluate the Contractor's performance under this Contract.
 - 5.1.1 The CPM or designee may make unannounced site visits to determine if the Contractor is adhering to contract provisions, relevance and accuracy of curriculum, and appropriateness of trainers. CPM may also query participants by mail, e-mail, telephone, or survey regarding specific in-service training issues and training feedback.
 - 5.1.2 Random site visits will take place at a minimum on a quarterly basis. Time and site are determined at the discretion of the CPM.
- 5.2 The CPM or designee shall provide to the Contractor as needed/requested brochures in English and Spanish about becoming a foster or adoptive parent to distribute and make available to the public.
- 5.3 The CPM or designee shall provide to Contractor a monthly list (Region specific) of those individuals who attended an orientation meeting.
- 5.4 The County will assign a DCFS Children's Social Worker (CSW) accredited in the PS-MAPP curriculum to participate as one of the three PS-MAPP co-trainers for each training team.
- 5.5 The CPM shall offer technical assistance and/or guidance to the Contractor in areas relating to County policy and procedural requirements in the performance of this Contract.
- 5.6 The CPM shall review and approve each fiscal year training schedule calendar (detailed in SOW) provided by the Contractor.
- 5.7 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the County in any way whatsoever beyond the terms of the Contract.
- 5.8 The CPM must approve Contractor instructors and Resource Parent trainers prior to the instructors and trainers co-leading PS-MAPP groups.

6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 The Contractor must have a PS-MAPP training site physically located within the area of the DCFS Regional office serviced by this contract at least 30 days after the award of the contract.
- 6.2 The Contractor must be open for business during the hours of 9:00 AM to 5:00 PM Pacific Standard Time (PST) and be available via electronic

media (cell phone and/or email) during the hours that PS-MAPP classes are in session.

- 6.3 The Contractor shall make brochures available and provide DCFS access to locations and events in order to recruit prospective resource families to attend the CCLD/DCFS provided orientations.
- 6.4 The Contractor shall maximize enrollment in PS-MAPP by contacting the prospective resource families who have attended and completed a CCLD/DCFS orientation and then enrolling these families.
 - 6.4.1 The Contractor shall not enroll current DCFS employees in PS-MAPP trainings under this contract.
 - 6.4.2 The Contractor shall determine whether PS-MAPP enrollees are certified with a Foster Family Agency (FFA) and document in the monthly activity report. Persons who are certified with a FFA **are not** authorized to register and/or attend a PS-MAPP training series without written approval from the CPM or designee.
 - 6.4.3 The Contractor shall not offer or provide similar or other PS-MAPP trainings to those who are not authorized to participate under this contract, such as FFA certified families or DCFS staff.
 - 6.4.4 The Contractor shall not commingle or combine non-authorized participants and trainings with the participants and training program covered by this Contract.
- 6.5 Contractor shall provide Master Trainers in the PS-MAPP curriculum to train prospective trainers and DCFS identified CSWs in the PS-MAPP curriculum; and for the Annual Leadership Training for those trainers.
- 6.6 Contractor shall assist families that have completed PS-MAPP with the foster care licensing approval process through CCLD.
- 6.7 Contractor shall provide prospective resource parents with CPR and First Aid training.
- 6.8 Contractor shall develop an electronic tracking system which contains CPM identified elements, including, but not limited to, Recruitment, PS-MAPP, CCLD, CPR and First Aid training.
- 6.9 Contractor's Personnel
 - 6.9.1 Contractor **shall not** employ DCFS staff as Contractor Instructors for PS-MAPP.

6.9.2 Contractor shall employ sufficient administrative assistance to support contract requirements.

6.10 PS-MAPP Training Teams

6.10.1 Contractor shall be responsible for providing accredited PS-MAPP Master Trainers to provide training in the PS-MAPP curriculum to Contractor's instructors, experienced care providers, and designated DCFS CSWs at least 60 days after contract start date.

6.10.2 A team of accredited PS-MAPP trainers (hereinafter referred to as the "PS-MAPP Training Team") shall consist of one Contractor instructor, one experienced foster and/or adoptive parent care provider, and one DCFS CSW. The instructor and the experienced foster and/or adoptive parent shall be employees of the Contractor.

6.10.3 Contractor shall assign the Contractor members of the training teams to training facilities. The accredited PS-MAPP training team assigned to a particular facility will provide the training at the site.

7.0 STAFF REQUIREMENTS AND QUALIFICATIONS

7.1 Contractor's personnel for PS-MAPP shall be qualified professional staff with the background, experience and expertise to provide the services required:

7.1.1 Contractor instructors for PS-MAPP, other than the experienced resource and/or adoptive parent care providers shall meet the following minimum requirements unless approved by the CPM or designee.

- Bachelor's degree in child development, sociology, psychology or a closely related field, and
- At least one (1) year of experience instructing, teaching or training adults in parenting, child development or a closely related area of study.

(Some Related Fields of Study include: Behavior Science, Early Childhood Development; Human Development; Human Services; Social Welfare; Child/Adolescent Development; Liberal Studies with Concentration in Psychology or Sociology; or a 50% Human Service Related Field with upper Division courses - 300 and above)

7.1.2 Contractor shall employ for PS-MAPP an experienced foster and/or adoptive parent caregiver for each training team. Contractor shall

ensure that the experienced foster and/or adoptive parent caregiver in the position of trainer has one (1) year of verifiable experience demonstrating the competent ability to instruct, teach, and train adults, unless approved by the CPM, and is in compliance with the rules and regulations of the State of California Community Care Licensing Division and has not received substantiated violations or a pattern of violations against their license.

8.0 CONTRACTOR STAFF RESPONSIBILITIES

- 8.1 Contractor cannot utilize resource parents as the experienced resource and/or adoptive parent care provider on the PS-MAPP Training Team for three (3) years from the completion of their PS-MAPP training unless approved by the CPM.
- 8.2 The County reserves the right to request termination of services of an experienced caregiver or a Contractor instructor performing under this contract if the County determines the performance of this PS-MAPP trainer to be unacceptable.

9.0 REPORTS

- 9.1 Contractor shall provide the County with a Monthly Service Report. Contractor shall include in the Monthly Service Report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.
 - 9.1.1 Contractor shall submit to CPM, upon County request, any reports or correspondence related to instructors' job performance including the Contractor versions of periodic performance evaluations of their staff.
- 9.2 Venue Reports
 - 9.2.1 Contractor shall provide APRD CPM with Bi-Annual Venue reports of where they provided access for DCFS to have a booth or table to recruit prospective resource and adoptive parents. The report shall be submitted to the CPM within ten business days of the end of each six-month period for the term of this Contract. The report shall address the work and activities performed in the previous six months and shall include: 1) dates and locations of where DCFS had access to share information via a table or booth to the community; and 2) locations where the brochures were either made available or handed out.
- 9.3 PS-MAPP Reports

- 9.3.1 Contractor shall submit monthly PS-MAPP prescreening reports to the APRD CPM or designee. The report shall include, but is not limited to: names of families pre-screened, date screened, the screener, reason for categorization of priority or standard registration, and the category assigned from the screening.
- 9.3.2 Contractor shall submit monthly PS-MAPP Activity Reports to the APRD CPM or designee. The monthly activities reports shall include, but not limited to: the names of the potential resource/adoptive care providers who have enrolled and completed the PS-MAPP training, dates of the training, and site locations. A sample format of the monthly PS-MAPP Activity Report is provided in Exhibit A-5.
- 9.3.3 Contractor shall submit monthly activities to the APRD CPM in regards to assistance with prospective adoptive parents working toward licensure. The monthly activities report shall include, but is not limited to: names of the potential resource/adoptive care providers; dates of contacts; dates of activities performed; dates of CPR and First Aid class offerings and attendees; pending issues impacting licensure; dates of licensure, and dates of closure and reasons for closure.
- 9.3.4 Contractor shall submit annual reports on initial team accreditation training and the Annual Leadership training to APRD CPM.
- 9.4 Participant Surveys for PS-MAPP
- 9.4.1 Contractor shall design and administer a survey to participants who enroll in PS-MAPP trainings but do not attend and/or participants who attend PS-MAPP training but do not graduate. Contractor shall summarize results and forward to the County APRD CPM quarterly with the original surveys attached. Draft of survey shall be submitted for approval to APRD CPM within 60 days of contract award.
- 9.4.2 Contractor shall obtain feedback from all PS-MAPP participants regarding their experiences and suggestions for improvement at least six (6) months after the PS-MAPP series ended. Contractor shall discuss with the County APRD CPM the method(s) used to obtain this feedback. Contractor shall summarize results and forward to the County APRD CPM twice a year. Any drafts of media to be used in obtaining feedback shall be submitted by the Contractor for approval by the APRD CPM prior to obtaining the feedback.

SECTION C – SERVICES DESCRIPTION

10.0 SCOPE OF WORK

During each term of this Contract, the Contractor shall provide the following services consistent with the Statement of Work and the terms of the Contract. The services to be provided shall include, but are not limited to:

10.1 Access to Venues

10.1.1 The Contractor shall arrange for DCFS to have a recruitment booth or table where DCFS can share information about becoming a foster or adoptive parent at either an existing event or at a venue that has public access.

10.1.1.1 The recruitment booths or tables must be at locations where the Contractor conducts PS-MAPP classes and/or where the Contractor or the Contractor's umbrella organization (if there is one), conduct their business if it is a location or an event that has access to the community. These locations need to be pre-approved by the APRD CPM.

10.1.1.2 The recruitment booths or tables must be arranged to be at a location that has a minimum of 100 people at the location or event.

10.1.1.2 If there are no existing events or recruitment opportunities, the Contractor must arrange for recruitment events bi-annually at one of their locations, the location of an umbrella organization (if there is one) or at another DCFS approved venue that has a minimum of 100 people at the location or event.

10.1.2 The Contractor shall arrange for on-going distribution of DCFS recruitment materials.

10.1.3 Recruitment brochures shall be made available to the Contractor by the APRD CPM or designee. However, any recruitment materials created by the Contractor such as flyers, brochures, or promotional items shall be submitted to the APRD CPM or designee for approval 30 days prior to the date intended for distribution. All materials must be in English and Spanish and approved by the APRD CPM prior to distribution.

10.1.3.1 Contractor shall make DCFS recruitment materials such as brochures and flyers available for distribution at every

site where they conduct PS-MAPP classes and/or in-service training, as well as any offices of the Contractor.

10.1.3.2 The materials should be in plain view, accessible to the passing public.

10.1.3.3 Contractor shall make electronic copies of the flyers/brochures available to post on their website and/or at minimum of quarterly in their organization(s) newsletters.

10.1.3.4 If the Contractor is part of an umbrella organization, on a quarterly basis, the Contractor shall ensure that the recruitment materials are incorporated into the main organization's website, newsletter and any appropriate other materials that will be distributed to the public.

10.1.4 The Contractor shall provide to the County within 15 days of the start-work notice a detailed plan for allowing DCFS access to the locations and/or events where they will be distributing DCFS recruitment brochures.

10.2 PS-MAPP Referrals

10.2.1 The Contractor shall only enroll prospective foster and adoptive parents for PS-MAPP training who: 1) have attended an informational orientation (facilitated by DCFS and CCLD) and can provide written verification of their attendance, and 2) have been pre-screened by the Contractor utilizing an approved DCFS pre-screening assessment tool.

10.2.1.1 Contractor shall provide, within 30 days of award of Contract, an assessment tool for pre-screening potential resource and adoptive families for PS-MAPP immediate enrollment for approval by the CPM. The assessment tool shall include, but is not limited to: assessment of available space in the home for DCFS supervised children, previous history of fostering and/or adopting, the ability to show proper identification for live scan criminal clearance, the family's current receipt of TANF/CalWORKS for income stability assessment, imminent plans for change of residence, and family's interest in being a caregiver for children that DCFS has identified as high-priority for out-of-home placements.

10.2.1.2 The pre-screening tool will use criteria approved by the CPM to identify potential resource and adoptive families who do not have obstacles based on the pre-screening

tool and are interested in placement of children deemed high priority for the County. Those families identified with no obstacles and willingness to accept high priority placements shall be immediately enrolled into a PS-MAPP training series. Those families identified as having obstacles and/or unwilling to accept high priority placements shall be enrolled into a PS-MAPP training series with any remaining slots after those families identified with no obstacles and willingness to accept high priority placements are enrolled.

10.2.1.3 Within 30 days of the receipt of the start-work notice, Contractor shall submit to the CPM for approval the process of as to how all prospective resource and adoptive families will be enrolled into PS-MAPP using the pre-screening tool.

10.3 Number of PS-MAPP Participants

10.3.1 During the term of the Contract, each PS-MAPP training module shall consist of a minimum of 20 enrolled attendees and no more than 30 enrolled attendees. Exceptions to the number of participants shall be approved by APRD CPM or designee prior to the start of the first module of a training series.

10.4 PS-MAPP Curriculum

10.4.1 The Contractor shall provide initial PS-MAPP Leadership Training and Annual Leadership Training to the PS-MAPP training team of one Contractor instructor, one experienced foster and/or adoptive parent care provider, and one DCFS CSW on the PS-MAPP curriculum or its enhancements, as approved by CPM.

10.4.2 The 33-hour PS-MAPP curriculum training series will consist of ten 3-hour training modules and three hours for admission process and evaluations.

10.4.3 The Contractor shall provide training for each participant and complete each PS-MAPP training series within a six-week period from the start of the first module of the training series, unless a County observed holiday falls within the six-week period.

10.5 PS-MAPP Training Materials

10.5.1 The Contractor shall utilize the current PS-MAPP curriculum (L.A. County version) and provide all training materials, manuals and necessary supplies to PS-MAPP training participants.

10.6 Preparation Meetings

10.6.1 The Contractor Instructor shall meet at least once; or more if needed, with each PS-MAPP Training Team for a preparation meeting no less than seven days before the start of PS-MAPP Module One. The PS-MAPP Training Team shall meet prior to the first training module for each PS-MAPP training series to discuss the training curriculum and their respective training roles throughout the training series.

10.7 Training Facilities

10.7.1 Training Environment

10.7.1.1 The Contractor shall provide safe and pleasant training facilities that are easily accessible by public transportation. The training facilities shall accommodate up to 35 adult participants, and specifically for PS-MAPP with tables and chairs arranged in a U-shape or semicircle. In addition, the Contractor shall provide clean and operable restroom facilities, as well as safe and convenient parking within reasonable proximity of the classroom for the duration of the training. The County, in collaboration with the Contractor, may modify the number of trainees for any deliverable.

10.7.2 Facilities

10.7.2.1 The Contractor shall provide a minimum of one training facility for every three PS-MAPP training series, located within each Service Planning Area (SPA) within the awarded Region (North, South, East, or West), which encompasses two SPAs (Section 10.8.1 below). A zip code list with SPAs is detailed in Exhibit A-4. Additional training facilities shall be added contingent upon the evaluation of population need and data for PS-MAPP training modules as determined by the County.

10.7.2.2 The Contractor shall acquire community based training facilities for additional series above the three required training series per SPA.

10.7.2.3 The Contractor shall provide initial PS-MAPP Leadership Training and Annual Leadership Training at facilities approved by the APRD CPM.

10.8 Number of Training Series

10.8.1 The Contractor shall schedule and conduct PS-MAPP training series as determined by the County. The minimum numbers of PS-MAPP training series that shall be provided per Region are as follows:

AREA	SPA	NUMBER OF PS-MAPP TRAINING SERIES	NUMBER OF PS-MAPP FACILITIES PER SPA
North	1	4	1
	2	6	2
East	3	6	2
	4	10	3
West	5	3	1
	6	14	4
South	7	7	2
	8	9	3
Total Series		59	--

10.9 Training Schedule

10.9.1 PS-MAPP Master Training Schedule

10.9.1.1 Contractor shall offer a varied tentative training schedule at multiple locations to accommodate potential resource families. Contractor shall submit a master schedule for the entire Contract term for review and approval by the APRD CPM at the commencement of the Contract term and submit monthly updates by the 30th of each month until the termination of the Contract. This master schedule shall include each site, date, time and language of the proposed PS-MAPP modules. Contractor shall offer PS-MAPP training modules during evenings Monday through Thursday, and on Saturdays, or as approved by the APRD CPM. PS-MAPP training modules may also be required during normal business hours.

10.9.1.2 Contractor shall submit this training schedule calendar to the APRD CPM or designees for final approval at least 15 days prior to the anticipated start date of the first training series. The APRD CPM or designee shall notify the Contractor of approval/denial of the training schedule calendar within ten business days of submission of the calendar by the Contractor.

10.9.1.3 Contractor and CPM, or designee, shall conduct a monthly review of the training schedule calendar to make modifications and to ensure that the PS-MAPP needs of the County are met.

10.10 Language Diversity

10.10.1 Contractor is required to have the ability to provide 25 percent of the PS-MAPP training modules in Spanish per Region. Contractor shall reflect the language of each PS-MAPP training series in the 12-month schedule calendar detailed in Section 10.9.1. In the event no Spanish modules are needed by the end of the seventh month of the Contract, the Contractor shall contact the APRD CPM and provide written justification to waive said requirement. PS-MAPP training modules that are to be conducted in a language other than English or Spanish may be requested of the Contractor by APRD CPM. Contractor may be required to provide training, including translators and translation of training materials, for other language populations including, but not limited to: Cambodian, Chinese, Korean, Tagalog, Vietnamese, and the hearing impaired. The County will provide Contractor written notice if training for other language populations is required. Once notified, the Contractor has 120 days to provide such training.

10.10.2 Contractor must have sufficient bilingual staffing to communicate with families who are monolingual Spanish-speaking.

10.11 Course Measure of Effectiveness: PS MAPP

10.11.1 Contractor shall administer pre and post questionnaires and exams to PS-MAPP participants to measure course effectiveness regarding the PS-MAPP curriculum and the Quality of Life Standards as specified in the Quality of Life Standards for Children in Out-of-Home Care, FYI 02-08, Exhibit A-6.

10.11.2 Contractor shall administer a PS-MAPP training evaluation provided within the PS-MAPP curriculum to PS-MAPP participants to measure the effectiveness and the quality of the training series, trainers, training facilities, etc. at the last module of the series. Contractor shall summarize training evaluations and provide a report to APRD CPM with the original evaluations attached, as well as the invoice for the completion of the PS-MAPP training series. The training evaluations shall be used by the County and Contractor to develop strategies for improvements.

10.12 Licensure Advocacy and Support

10.12.1 Contractor shall arrange time, date, and location for First Aid and CPR certification training on a minimum of a quarterly basis in each of the eight SPAs to a minimum of 15 people per class. Fees for the classes will be the responsibility of the prospective applicants.

10.12.2 Contractor shall assist 100 percent of the families that are willing to accept assistance that have completed PS-MAPP and:

- have not submitted their application packet to CCLD
- have pending issues identified by CCLD, which must be resolved prior to licensure or
- have not followed through with the licensing process after submission of the application packet to CCLD

10.12.2.1 Contractor shall maintain weekly communication either in person, telephonically, electronically, or by conducting group help clinics to the families to assist with addressing any barriers to licensing the families may have

10.12.2.2 Contractor shall communicate with CCLD to help the applicant understand barriers to licensure

10.12.3 Upon completion of each PS-MAPP training series, Contractor shall identify which participants have met the criteria in Section 10.12.2 and shall contact them within five (5) working days of the PS-MAPP final session to arrange a plan to assist the families with completing the packet or with the pending licensing issues by offering the services listed in Section 10.12.2.1 and 10.12.2.2.

10.12.4 Contractor shall continue working with these families until:

- The family has successfully completed the licensing packet;
- The family refuses further help from the Contractor;
- The family turns in a completed packet and CCLD denies a license to the family or;
- Six months have passed since the time the family attended the CCLD orientation.

11.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

11.1 The Contractor shall establish and maintain a Quality Assurance Plan (QAP) approved by the CPM to assure the requirements of the Contract are met. An approved copy must be provided to the CPM on the Contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

11.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit A-1, Performance Requirement Summary. Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

11.1.2 Methods for insuring uninterrupted service to the County in the event of a strike by Contractor's employees or any other potential disruption in service.

11.2 The Contractor shall not utilize any employee or subcontractor whose work has been deemed deficient and/or unacceptable by the CPM.

11.3 The Contractor shall also establish and maintain a Continuous Quality Improvement Process Plan to periodically review and assure all requirements of the Contract are met or exceeded. A current copy of the Continuous Quality Improvement Process Plan approved by the CPM must be provided to CPM for review and approval upon commencement of the Contract and as updated thereafter.

11.4 The QAP shall include, but is not limited to, manuals that contain data for all training components defined herein.

The plan shall include an identified monitoring system covering all the services listed in Exhibit A-1, Performance Requirement Summary as well as methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the QAP:

- Activities to be monitored to ensure compliance with all SOW requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- File of all monitoring results, including any corrective action taken.

12.0 QUALITY ASSURANCE MONITORING

12.1 The CPM or designee will monitor Contractor performance under this Contract using the CPM approved QAP specified in this SOW and Exhibit A-1, Performance Requirement Summary.

13.0 GREEN INITIATIVES

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

SECTION D – TARGET POPULATION AND OUTCOME MEASURES

14.0 TARGET POPULATION

The target population for PS-MAPP training services are: Individuals and Families residing in the County of Los Angeles, who desire to become qualified Foster and Adoptive Parents. A resource parent will support the goal of family reunification and, when reunification is not possible, be approved to provide legal permanence for a child.

15.0 OUTCOME MEASURES

Performance Outcome Summaries as follows:

**PERFORMANCE OUTCOME SUMMARY
PERMANENCY**

PROGRAM:
**PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO PARTNERSHIPS
IN PARENTING (PS-MAPP) TRAINING SERVICES**

PROGRAM TARGET GROUP:
Prospective and Approved Resource (foster and adoptive) Parents, and Kinship Providers

PROGRAM GOAL AND OUTCOME: Prospective resource parents shall be trained to support the goal of reunification and, when that is not possible, be prepared to provide permanence for a child or children in out of home care.

OUTCOMES	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p><u>Program Goal/Outcome 1:</u> Provide at least one location in each SPA where DCFS can recruit prospective adoptive parents interested in providing permanency for DCFS children/youth when reunification is not possible twice a year.</p> <p><u>Program Goal/Outcome 2:</u> Increase the number of families that successfully submit their CCLD packets and are interested in providing permanency when reunification is not possible, from the current baseline.</p>	<p><u>Method 1:</u> Bi-annual venue reports from the Contractor indicating work and activities performed in the previous six months and shall include: 1) the date, name and address of locations where DCFS could have a table/booth to recruit and where brochures and flyers can be made accessible to the public, 2) the dates and locations of where DCFS recruitment brochures and information were accessed by the community.</p> <p><u>Method 2:</u> Monthly reports from the Contractor listing the names of the potential resource/adoptive care providers, dates of contacts, activities performed, date of CPR and First Aid class offerings and attendees, date of submission of the licensure packet by families interested in providing permanency.</p>	<p><u>Performance Target 1:</u> 5% of the families interested in providing permanency to a child and attends a DCFS orientation will have been from venue(s) arranged by the Contractor.</p> <p><u>Performance Target 2:</u> The total number of families that submitted a completed licensing packet will increase from the current baseline by 10% the first year and 5% the subsequent years.</p>

**PERFORMANCE OUTCOME SUMMARY
SAFETY**

**PROGRAM:
PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO PARTNERSHIPS
IN PARENTING (PS-MAPP) TRAINING SERVICES**

PROGRAM TARGET GROUP:
Prospective and Approved Resource (foster and adoptive) Parents, and Kinship Providers

PROGRAM GOAL AND OUTCOME: Prospective resource parents shall be trained to support the goal of reunification and when that is not possible, be prepared to provide a safe placement for a child or children in out of home care.

OUTCOMES	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p><u>Program Goal/Outcome 1:</u> Provide at least one location in each SPA where DCFS can recruit prospective foster and adoptive parent that are interested in providing a safe home for children in out of home care twice a year.</p> <p><u>Program Goal/Outcome 2:</u> Increase the number of families that successfully submit their CCLD packets and are interested in providing a safe home for children in out of home care from the current baseline.</p>	<p><u>Method 1:</u> Bi-annual venue reports from the Contractor indicating work and activities performed in the previous six months and shall include: 1) the date, name and address of locations where DCFS could have a table/booth to recruit and where brochures and flyers were made accessible to the public, 2) the dates and locations of where DCFS recruitment brochures and information were able to be accessed by the community.</p> <p><u>Method 2:</u> Monthly reports from the Contractor listing the names of the potential resource/adoptive care providers, dates of contacts, activities performed, date of CPR and First Aid class offerings and attendees, date of submission of licensure packet by families interested providing a safe home for children in out of home care.</p>	<p><u>Performance Target 1:</u> 5% of the families interested in providing a safe home to a child and attend a DCFS orientation will have been from a venue arranged by the Contractor.</p> <p><u>Performance Target 2:</u> The total number of families that submitted a completed licensing packet will increase from the current baseline by 10% the first year and 5% the subsequent years</p>

**PERFORMANCE OUTCOME SUMMARY
WELL-BEING**

PROGRAM:
PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO PARTNERSHIPS IN PARENTING (PS-MAPP) TRAINING SERVICES

PROGRAM TARGET GROUP:
Prospective and Approved Resource (foster and adoptive) Parents, and Kinship Providers

PROGRAM GOAL AND OUTCOME: Prospective resource parents shall be trained to support the well-being of children in out of home care.

OUTCOMES	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p><u>Program Goal/Outcome 1:</u> Provide at least one location in each SPA where DCFS can recruit prospective foster and adoptive parent that are interested in ensuring the well-being of children in out of home care.</p> <p><u>Program Goal/Outcome 2:</u> Increase the number of families that successfully submit their CCLD packets and are interested ensuring the well-being of children in out of home care from the current baseline.</p>	<p><u>Method 1:</u> Bi-annual venue reports from the Contractor indicating work and activities performed in the previous six months and shall include: 1) the date, name and address of locations where DCFS could have a table/booth to recruit and where brochures and flyers were made accessible to the public, 2) the dates and locations of where DCFS recruitment brochures and information were able to be accessed by the community.</p> <p><u>Method 2:</u> Monthly reports from the Contractor listing the names of the potential resource/adoptive care providers, dates of contacts, activities performed, date of CPR and First Aid class offerings and attendees, date of submission of licensure packet that are interested in ensuring the well-being of children in out of home care.</p>	<p><u>Performance Target 1:</u> 5% of the families interested in ensuring the well-being of a child in their home and attend a DCFS orientation will have been from a venue arranged by the Contractor.</p> <p><u>Performance Target 2:</u> The total number of families that submitted a completed licensing packet will increase by 10% the first year and 5% the subsequent years</p>

PERFORMANCE REQUIREMENTS SUMMARY

**PARTNERING FOR SAFETY AND PERMANENCE – MODEL
APPROACH TO PARTNERSHIPS IN PARENTING (PS-MAPP)
TRAINING SERVICES**

**EXHIBIT A-1
PERFORMANCE REQUIREMENTS SUMMARY**

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	NON-COMPLIANT STEPS
1.	Contractor shall share information about becoming a resource and adoptive parent	<ul style="list-style-type: none"> • Host bi-annual recruitment events • Make recruitment information available where PS-MAPP classes are conducted • Have recruitment information posted in any information distributed to the public at least quarterly • 25% of recruitment activities must be in Spanish 	<ul style="list-style-type: none"> • Bi-annual events • On-going available recruitment materials to be present • Quarterly distribution on vendors media • 25% in Spanish 	<ul style="list-style-type: none"> • Plan about the recruitment events must be submitted to the CPM for approval 30 days prior to the event. • Copies of all information placed in media is to be provided to the CPM 	Contractor to develop a corrective action plan approved by the CPM as to what the barriers are for not hosting/attending recruitment events or posting recruitment information and how they will be resolved.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	NON-COMPLIANT STEPS
2.	Contractor shall enroll qualified PS-MAPP participants	<ul style="list-style-type: none"> Contractor shall provide the names of the families enrolled in each PS-MAPP session. 	<ul style="list-style-type: none"> There needs to be at minimum 20 and no more than 30 people enrolled in each PS-MAPP session 	<ul style="list-style-type: none"> CPM or designee will review all lists of enrollees for each session 	Contractor to develop a corrective action plan approved by the CPM as to what the barriers are for not providing the list of enrollees and a plan with dates approved by the CPM for providing the missing input.
3.	<p>Contractor shall provide PS-MAPP classes in locations and with staffing as listed in the SOW</p> <p>Contractor shall acquire and use the PS-MAPP curriculum approved by the CPM</p> <p>Contractor shall provide the PS-MAPP classes in series of 33 hours, with ten 3-hour training modules and three hours for admission and evaluation</p>	<ul style="list-style-type: none"> Contractor shall provide dates, times, locations, and names of presenters for approval by the CPM prior to the beginning of the PS-MAPP series. Contractor shall provide to the CPM proof of possession of the appropriate PS-MAPP curriculum. 	There will be 59 PS-MAPP classes annually in locations and with staffing listed in the SOW with the DCFS approved PS-MAPP curriculum.	CPM or designee will pre-approve all scheduled classes, verify the possession of the curriculum, and verify by attendance and staffing records that classes occurred with the proper staffing.	Contractor shall develop a corrective action plan approved by the CPM as to what the barriers are for not providing the required classes and staffing and the way this problem will be resolved.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	NON-COMPLIANT STEPS
4.	<p>Contractor shall create an assessment tool to pre-screen prospective PS-MAPP participants</p> <p>Contractor shall pre-screen prospective PS-MAPP attendees to prioritize enrollment before signing them up for PS-MAPP based on DCFS' greatest placement need.</p>	<ul style="list-style-type: none"> Contractor shall provide a pre-screening tool. Contractor shall provide CPM with copies of the pre-screening results for each applicant. 	<ul style="list-style-type: none"> Pre-screening tool will be submitted for approval within 30 days of the start of the contract 100% of all prospective applicants for PS-MAPP will be pre-screened. 	<ul style="list-style-type: none"> CPM will review and approve the tool. CPM will receive results of the pre-screening of all the applicants prior to any starting of the PS-MAPP classes 	<p>Contractor shall develop a corrective action plan approved by the CPM as to what the barriers are for not developing the tool or pre-screening 100% of the applicants and the way the problem(s) will be resolved.</p>
5.	<p>Contractor's instructors shall meet a minimum of one time with each PS-MAPP training team to discuss curriculum and roles prior to each PS-MAPP series first class.</p>	<p>Contractor shall arrange meetings that are mutually agreeable to the contractor and CPM</p>	<p>There must be a minimum of one meeting held for each training series prior to the first class of the series.</p>	<p>CPM will review meeting schedules and verify with staff that the meetings are occurring.</p>	<p>Contractor shall develop a corrective action plan approved by the CPM as to the barriers for not holding the pre-series meetings and the way the problem(s) will be resolved.</p>

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	NON-COMPLIANT STEPS
6.	Contractor shall provide appropriate training locations for both PS-MAPP classes and In-service trainings as outlined in the SOW	Contractor shall provide location information and obtain approval from the CPM at least 30 days before training delivery.	100% of the training locations must meet the criteria as listed in the SOW	CPM or designee will visit training sites to verify appropriateness.	Contractor shall develop a corrective action plan approved by the CPM as to the barriers for not having the appropriate training sites available and the way the problem(s) will be resolved.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	NON-COMPLIANT STEPS
7.	Contractor shall assist all applicants that meet the criteria stated in the SOW with obtaining their foster care license through CCLD	<ul style="list-style-type: none"> • At the final session of each PS-MAPP series, Contractor shall identify which participants have not submitted their licensing packets to CCLD. • Within five days of the completion of PS-MAPP, Contractor shall contact all families that have not submitted their packets. • Contractor shall have weekly communication with families and assist them with overcoming barriers to submission • Contractor shall document all efforts made to assist the applicant in obtaining a license. 	100% of the families that did not submit their licensing packets to CCLD will be contacted within five days and have weekly contact from Contractor until packet is submitted or family chooses not to move forward.	CPM will review reports made by the Contractor as to efforts made in assisting applicants in obtaining their foster care license.	Contractor shall develop a corrective action plan approved by the CPM as to the barriers for not assisting applicants in obtaining their license and the way the problem(s) will be resolved.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	NON-COMPLIANT STEPS
8.	Contractor shall provide monthly reports, bi-annual reports, and annual reports as required by the SOW.	Submission of all reports to the CPM by the deadlines established in the SOW and completeness of the information contained therein.	Reports shall be provided monthly, bi-annually and annually by the deadlines established in the SOW, and shall contain the content required by the SOW and any formatting requirements of the CPM.	Review of timeliness and completeness (of content) for monthly, bi-annual, and annual reports.	Contractor to develop a corrective action plan approved by the CPM as to what the barriers are for timely submission of reports and/or completeness of content, and a plan with dates for resolving the problem(s).
9.	Contractor shall administer questionnaires and evaluation tools to the in-service participants to measure course effectiveness and summarize the results	Contractor shall provide the summarized report along with the completed evaluation tools to the CPM after each training	Evaluations and summaries shall be provided 100% of the time.	CPM or designee will review all summaries	Contractor to develop a corrective action plan approved by the CPM as to what the barriers are to providing evaluations and summarizations and provide a plan with dates for resolving the problem(s).

**PS-MAPP
(CMS # 12-0070)
PRICING SCHEDULE
_____ Region**

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

PS-MAPP	Unit of Service	Price
DCFS ACCESS TO LOCATION – EVENT	Per event	\$ _____
PS-MAPP TRAINING SERVICES	Per series (33 hours)	\$ _____
ASSISTANCE WITH CDSS CCLD LICENSING	Individually or per family	\$ _____

			Contract Period Cost
Contract Period	Initial (Base) Period	August 1, 2014 through July 31, 2015	\$ _____
	1 st Option to Extend	August 1, 2015 through July 31, 2016	\$ _____
	2 nd Option to Extend	August 1, 2016 through July 31, 2017	\$ _____
	3 rd Option to Extend	August 1, 2017 through July 31, 2018	\$ _____
	4 th Option to Extend	August 1, 2018 through July 31, 2019	\$ _____

Authorized Signature

Print Name and Title

Date

SAMPLE LINE ITEM BUDGET SHEET

Contractor's Name: _____

Service Category: _____ Date Prepared: _____

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			
Total Salaries and Wages			\$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
Total Benefits		\$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Payroll Taxes		\$ _____

Insurance (List Type/Coverage. See Sample Contract, Part II, Section 5.2, Insurance Coverage Requirements)

_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Vehicles	\$ _____	
Supplies	\$ _____	
Services	\$ _____	
Office Equipment	\$ _____	
Telephone/Utilities	\$ _____	
Other (please continue to list)	\$ _____	
Total Insurance/Misc. S & S		\$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter percentage: _____%) \$ _____

TOTAL MONTHLY COSTS \$ _____

*Matching funds must be included in the line item budget and calculated into the fixed cost fee per series completed.

GENERAL INSTRUCTIONS FOR COMPLETING YOUR BUDGET NARRATIVE
(See SAMPLE Budget Narrative Below)

All proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

GENERAL INSTRUCTIONS:

The budget is comprised of both Budget Categories and Budget Line Items.

Budget Categories are the major classifications of expense shown on the Sample Line Item Budget Sheet: Payroll, Employee Benefits, Insurance, Indirect Cost, etc.

Budget Line Items are the individual cost items within each budget category. For example, budget line items within the Payroll category are the individual positions to be funded under this Contract.

The budget narrative must provide clear and complete descriptions that: (1) explain the purpose of each budget line item; (2) how the line item is directly connected to the provision of a given service; (3) the dollar amount requested for the item; and (4) the methodology used to calculate the amount, etc. For example:

<u>BUDGET AMOUNT</u>	<u>DESCRIPTION</u>
\$12,000	Contractor’s Program Manager: This position will provide administrative supervision to the Program staff on this Contract and will be responsible for administering the Contract in accordance with the Statement of Work. The total amount requested for this line item is \$12,000 (\$2,500/mo x .40 x 12 months).

The methodology in the above example is calculated by multiplying each item, from left to right, as follows:

Monthly Salary (Total Monthly Salary for this Position)	Percent of Time (Allocated to Work on this Contract)	Number of Months (Allocated to Work on this Contract)
\$2,500	40%	12

The Budget Narrative must include all of the proposed budget line items within that budget category. For example, the narrative for “Payroll” or “Salaries” must include a description of each position to be funded under the contract. Use the same budget categories from your actual “Line Item Budget” in writing the narrative.

RFP FOR PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH
 TO PARTNERSHIPS IN PARENTING TRAINING SERVICES
 (CMS 12-0070)

SAMPLE BUDGET NARRATIVE FORMAT

Name of Agency:	
Contract Amount:	\$
Contract Budget Period:	(Enter beginning Budget Period) through (Enter ending Budget Period)

PAYROLL CLASSIFICATION (Personnel Line Items)

Budget Amount	Employee Classification and Description of Services
\$	
\$	
\$	

EMPLOYEE BENEFITS AND PAYROLL TAXES

Budget Amount	Description of Taxes
\$	
\$	

INSURANCE

Budget Amount	Description
\$	

OTHER

Budget Amount	Description
\$	

INDIRECT COST

Budget Amount	Description
\$	

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SERVICE PLANNING AREAS



Los Angeles County
Department of Children and Family Services



Exhibit A-4: DCFS Service Planning Areas Cont.

Zip Code List with Communities and Service Planning Areas

Zip Code	Community*	Service Planning Area	Zip Code	Community*	Service Planning Area
90001	South Central LA/Co.	SPA 6 South	90041	Northeast LA	SPA 4 Metro
90002	South Central LA/Co.	SPA 6 South	90042	Northeast LA	SPA 4 Metro
90003	South Central LA	SPA 6 South	90043	Crenshaw LA/Co.	SPA 6 South
90004	Wilshire LA	SPA 4 Metro	90044	South Central LA/Co.	SPA 6 South
90005	Wilshire LA	SPA 4 Metro	90045	Westchester LA	SPA 5 West
90006	Wilshire LA	SPA 4 Metro	90046	West Hollywood	SPA 4 Metro
90007	University LA	SPA 6 South	90047	South Central LA/Co.	SPA 6 South
90008	Crenshaw LA/Co.	SPA 6 South	90048	West Wilshire LA	SPA 4 Metro
90010	Wilshire LA	SPA 4 Metro	90049	Brentwood LA	SPA 5 West
90011	University LA	SPA 6 South	90056	Culver City/Ladera	SPA 5 West
90012	Central L.A. LA	SPA 4 Metro	90057	Wilshire LA	SPA 4 Metro
90013	Central L.A. LA	SPA 4 Metro	90058	Huntington Pk/Vernon	SPA 7 East
90014	Central L.A. LA	SPA 4 Metro	90059	South Central LA/Co.	SPA 6 South
90015	Central L.A. LA	SPA 4 Metro	90061	West Compton LA/Co.	SPA 6 South
90016	Crenshaw LA	SPA 6 South	90062	University LA	SPA 6 South
90017	Central L.A. LA	SPA 4 Metro	90063	East L.A. LA	SPA 7 East
90018	University LA	SPA 6 South	90064	West L.A. LA	SPA 5 West
90019	Wilshire LA	SPA 4 Metro	90065	Northeast LA	SPA 4 Metro
90020	Wilshire LA	SPA 4 Metro	90066	Venice/Mar Vista LA	SPA 5 West
90021	Central L.A. LA	SPA 4 Metro	90067	Westwood LA	SPA 5 West
90022	East L.A. LA	SPA 7 East	90068	Hollywood LA	SPA 4 Metro
90023	East L.A. LA	SPA 4 Metro	90069	West Hollywood	SPA 4 Metro
90024	West L.A. LA	SPA 5 West	90071	Central L.A. LA	SPA 4 Metro
90025	West L.A. LA	SPA 5 West	90073	Veterans Administration LA/Co.	SPA 5 West
90026	Central L.A. LA	SPA 4 Metro	90077	Bel Air LA	SPA 5 West
90027	Hollywood LA	SPA 4 Metro	90094	Playa del Rey LA	SPA 5 West
90028	Hollywood LA	SPA 4 Metro	90201	Bell	SPA 7 East
90029	Hollywood LA	SPA 4 Metro	90210	Beverly Hills	SPA 5 West
90031	Northeast LA	SPA 4 Metro	90211	Beverly Hills	SPA 5 West
90032	Northeast LA	SPA 4 Metro	90212	Beverly Hills	SPA 5 West
90033	East L.A. LA	SPA 4 Metro	90220	Compton	SPA 6 South
90034	West L.A. LA	SPA 5 West	90221	Compton	SPA 6 South
90035	West L.A. LA	SPA 5 West	90222	Compton	SPA 6 South
90036	West Wilshire LA	SPA 4 Metro	90230	Culver City/Ladera	SPA 5 West
90037	University LA	SPA 6 South	90232	Culver City/Ladera	SPA 5 West
90038	Hollywood LA	SPA 4 Metro	90240	Downey	SPA 7 East
90039	Northeast LA	SPA 4 Metro	90241	Downey	SPA 7 East
90040	Commerce	SPA 7 East	90242	Downey	SPA 7 East

Zip Code List with Communities and Service Planning Areas

90245	El Segundo	SPA 8	South Bay	90603	Whittier	SPA 7	East
90247	Gardena	SPA 8	South Bay	90604	Whittier	SPA 7	East
90248	Gardena	SPA 8	South Bay	90605	Whittier	SPA 7	East
90249	Gardena	SPA 8	South Bay	90606	Whittier	SPA 7	East
90250	Hawthorne	SPA 8	South Bay	90631	La Habra	SPA 7	East
90254	Beach Cities	SPA 8	South Bay	90638	La Mirada	SPA 7	East
90255	Huntington Park	SPA 7	East	90640	Montebello	SPA 7	East
90260	Lawndale	SPA 8	South Bay	90650	Norwalk	SPA 7	East
90262	Lynwood	SPA 6	South	90660	Pico Rivera	SPA 7	East
90265	Malibu	SPA 5	West	90670	Santa Fe Springs	SPA 7	East
90266	Beach Cities	SPA 8	South Bay	90701	Artesia	SPA 7	East
90270	Maywood	SPA 7	East	90703	Cerritos	SPA 7	East
90272	Pacific Palisades LA	SPA 5	West	90706	Bellflower	SPA 7	East
90274	Palos Verdes	SPA 8	South Bay	90710	Harbor City LA	SPA 8	South Bay
90275	Palos Verdes	SPA 8	South Bay	90712	Lakewood	SPA 7	East
90277	Beach Cities	SPA 8	South Bay	90713	Lakewood	SPA 7	East
90278	Beach Cities	SPA 8	South Bay	90715	Lakewood	SPA 7	East
90280	South Gate	SPA 7	East	90716	Hawaiian Gardens	SPA 7	East
90290	Calabasas	SPA 2	San Fernando	90717	Lomita	SPA 8	South Bay
90291	Venice/Mar Vista LA	SPA 5	West	90723	Paramount	SPA 6	South
90292	Venice/Mar Vista LA/Co.	SPA 5	West	90731	San Pedro LA	SPA 8	South Bay
90293	Playa del Rey LA	SPA 5	West	90732	San Pedro LA	SPA 8	South Bay
90301	Inglewood	SPA 8	South Bay	90744	Wilmington LA	SPA 8	South Bay
90302	Inglewood	SPA 8	South Bay	90745	Carson	SPA 8	South Bay
90303	Inglewood	SPA 8	South Bay	90746	Carson	SPA 8	South Bay
90304	Inglewood	SPA 8	South Bay	90747	Carson	SPA 8	South Bay
90305	Inglewood	SPA 8	South Bay	90802	Long Beach	SPA 8	South Bay
90401	Santa Monica	SPA 5	West	90803	Long Beach	SPA 8	South Bay
90402	Santa Monica	SPA 5	West	90804	Long Beach	SPA 8	South Bay
90403	Santa Monica	SPA 5	West	90805	Long Beach	SPA 8	South Bay
90404	Santa Monica	SPA 5	West	90806	Long Beach	SPA 8	South Bay
90405	Santa Monica	SPA 5	West	90807	Long Beach	SPA 8	South Bay
90501	Torrance	SPA 8	South Bay	90808	Long Beach	SPA 8	South Bay
90502	Torrance	SPA 8	South Bay	90810	Long Beach	SPA 8	South Bay
90503	Torrance	SPA 8	South Bay	90813	Long Beach	SPA 8	South Bay
90504	Torrance	SPA 8	South Bay	90814	Long Beach	SPA 8	South Bay
90505	Torrance	SPA 8	South Bay	90815	Long Beach	SPA 8	South Bay
90601	Whittier	SPA 7	East	90822	Long Beach	SPA 8	South Bay
90602	Whittier	SPA 7	East	90840	Long Beach	SPA 8	South Bay
91001	Altadena	SPA 3	San Gabriel	91325	Northridge LA	SPA 2	San Fernando

Zip Code List with Communities and Service Planning Areas

91006	Arcadia	SPA 3	San Gabriel	91326	Northwest SFV LA	SPA 2	San Fernando
91007	Arcadia	SPA 3	San Gabriel	91331	Pacoima LA	SPA 2	San Fernando
91010	Duarte	SPA 3	San Gabriel	91335	Mid-SFV LA	SPA 2	San Fernando
91011	La Canada	SPA 2	San Fernando	91340	San Fernando	SPA 2	San Fernando
91016	Monrovia	SPA 3	San Gabriel	91342	Sylmar LA	SPA 2	San Fernando
91020	La Crescenta	SPA 2	San Fernando	91343	North Hills LA	SPA 2	San Fernando
91023	Mt. Wilson	SPA 3	San Gabriel	91344	Northwest SFV LA	SPA 2	San Fernando
91024	Sierra Madre	SPA 3	San Gabriel	91345	North Hills LA	SPA 2	San Fernando
91030	South Pasadena	SPA 3	San Gabriel	91350	Santa Clarita	SPA 2	San Fernando
91040	Sunland LA	SPA 2	San Fernando	91351	Santa Clarita	SPA 2	San Fernando
91042	Tujunga LA	SPA 2	San Fernando	91352	Sunland LA	SPA 2	San Fernando
91046	Glendale	SPA 2	San Fernando	91354	Santa Clarita	SPA 2	San Fernando
91101	Pasadena	SPA 3	San Gabriel	91355	Santa Clarita	SPA 2	San Fernando
91103	Pasadena	SPA 3	San Gabriel	91356	Encino LA	SPA 2	San Fernando
91104	Pasadena	SPA 3	San Gabriel	91361	Westlake Village	SPA 2	San Fernando
91105	Pasadena	SPA 3	San Gabriel	91362	Thousand Oaks	SPA 2	San Fernando
91106	Pasadena	SPA 3	San Gabriel	91364	Woodland Hills LA	SPA 2	San Fernando
91107	Pasadena	SPA 3	San Gabriel	91367	Woodland Hills LA	SPA 2	San Fernando
91108	San Marino	SPA 3	San Gabriel	91381	Santa Clarita	SPA 2	San Fernando
91201	Glendale	SPA 2	San Fernando	91384	Santa Clarita	SPA 2	San Fernando
91202	Glendale	SPA 2	San Fernando	91401	Van Nuys LA	SPA 2	San Fernando
91203	Glendale	SPA 2	San Fernando	91402	Van Nuys LA	SPA 2	San Fernando
91204	Glendale	SPA 2	San Fernando	91403	Sherman Oaks LA	SPA 2	San Fernando
91205	Glendale	SPA 2	San Fernando	91405	Van Nuys LA	SPA 2	San Fernando
91206	Glendale	SPA 2	San Fernando	91406	Mid-SFV LA	SPA 2	San Fernando
91207	Glendale	SPA 2	San Fernando	91411	Van Nuys LA	SPA 2	San Fernando
91208	Glendale	SPA 2	San Fernando	91423	Sherman Oaks LA	SPA 2	San Fernando
91214	La Crescenta	SPA 2	San Fernando	91436	Encino LA	SPA 2	San Fernando
91301	Calabasas	SPA 2	San Fernando	91501	Burbank	SPA 2	San Fernando
91302	Calabasas	SPA 2	San Fernando	91502	Burbank	SPA 2	San Fernando
91303	Mid-SFV LA	SPA 2	San Fernando	91504	Burbank	SPA 2	San Fernando
91304	Canoga Park LA	SPA 2	San Fernando	91505	Burbank	SPA 2	San Fernando
91306	Mid-SFV LA	SPA 2	San Fernando	91506	Burbank	SPA 2	San Fernando
91307	Canoga Park LA	SPA 2	San Fernando	91601	North Hollywood LA	SPA 2	San Fernando
91311	Northwest SFV LA	SPA 2	San Fernando	91602	Studio City LA	SPA 2	San Fernando
91316	Encino LA	SPA 2	San Fernando	91604	Studio City LA	SPA 2	San Fernando
91321	Santa Clarita	SPA 2	San Fernando	91605	North Hollywood LA	SPA 2	San Fernando
91324	Northridge LA	SPA 2	San Fernando	91606	North Hollywood LA	SPA 2	San Fernando
91607	North Hollywood LA	SPA 2	San Fernando	93534	Lancaster	SPA 1	Antelope Valley
91608	Studio City	SPA 2	San Fernando	93535	Lancaster	SPA 1	Antelope Valley

Exhibit A-4: DCFS Service Planning Areas Cont.

Zip Code List with Communities and Service Planning Areas

91702	Azusa	SPA 3	San Gabriel	93536	Lancaster	SPA 1	Antelope Valley
91706	Baldwin Park	SPA 3	San Gabriel	93543	Littlerock	SPA 1	Antelope Valley
91711	Claremont	SPA 3	San Gabriel	93544	Llano	SPA 1	Antelope Valley
91722	Covina	SPA 3	San Gabriel	93550	Palmdale	SPA 1	Antelope Valley
91723	Covina	SPA 3	San Gabriel	93551	Palmdale	SPA 1	Antelope Valley
91724	Covina	SPA 3	San Gabriel	93552	Palmdale	SPA 1	Antelope Valley
91731	El Monte	SPA 3	San Gabriel	93553	Pearblossom	SPA 1	Antelope Valley
91732	El Monte	SPA 3	San Gabriel	93563	Valyermo	SPA 1	Antelope Valley
91733	El Monte	SPA 3	San Gabriel	93591	Lake Los Angeles	SPA 1	Antelope Valley
91740	Glendora	SPA 3	San Gabriel				
91741	Glendora	SPA 3	San Gabriel				
91744	La Puente	SPA 3	San Gabriel				
91745	Hacienda-Rowland Heights	SPA 3	San Gabriel				
91746	La Puente	SPA 3	San Gabriel				
91748	Hacienda-Rowland Heights	SPA 3	San Gabriel				
91750	La Verne	SPA 3	San Gabriel				
91754	Monterey Park	SPA 3	San Gabriel				
91755	Monterey Park	SPA 3	San Gabriel				
91765	Diamond Bar	SPA 3	San Gabriel				
91766	Pomona	SPA 3	San Gabriel				
91767	Pomona	SPA 3	San Gabriel				
91768	Pomona	SPA 3	San Gabriel				
91770	Rosemead	SPA 3	San Gabriel				
91773	San Dimas	SPA 3	San Gabriel				
91775	San Gabriel	SPA 3	San Gabriel				
91776	San Gabriel	SPA 3	San Gabriel				
91780	Temple City	SPA 3	San Gabriel				
91789	Walnut	SPA 3	San Gabriel				
91790	West Covina	SPA 3	San Gabriel				
91791	West Covina	SPA 3	San Gabriel				
91792	West Covina	SPA 3	San Gabriel				
91801	Alhambra	SPA 3	San Gabriel				
91803	Alhambra	SPA 3	San Gabriel				
93243	Gorman	SPA 1	Antelope Valley				
93510	Acton	SPA 1	Antelope Valley				
93523	Edwards AFB	SPA 1	Antelope Valley				
93532	Lake Hughes	SPA 1	Antelope Valley				

*Communities in the City of Los Angeles are followed by "LA" and areas that include portions of City of LA and unincorporated County areas are followed by "LA/Co." Other incorporated cities and unincorporated communities are identified by name.

Exhibit A-5: Sample Formats for Monthly Reports and Invoices

SAMPLE MONTHLY ACTIVITY REPORT
PS-MAPP Training Statistics

MONTH AND YEAR ENDING: _____

SUMMARY:

	Series Completed	Number Enrolled	Number Attended	Number of Graduates
Language: English				
Language: Spanish				
Language: (other) please indicate:				
MONTHLY TOTALS				

Year To Date: English				
Year To Date: Spanish				
Year To Date: (other language)				
GRAND TOTALS				

INDIVIDUAL FACILITY MONTHLY BREAKDOWN:

Training Facility	Start	End	Number of Series	Number Enrolled	Number Attended	Number of Graduates

Number Enrolled: The number enrolled represents the number of participants who signed up to take a PS-MAPP series. These individuals may or may not have actually attended a module. They also may have signed up in a previous month and did not attend, or may have signed up at more than one training facility.

Number of Graduates: The number of graduates represents each participant who received a certificate of completion. Some of these graduates may be former participants who in the past received a temporary certificate.

Exhibit A-5: Sample Formats for Monthly Reports and Invoices Cont.

SAMPLE MONTHLY ACTIVITY REPORT

MONTH AND YEAR ENDING: _____

FOR: PS-MAPP PARTICIPANTS

- **Training Site Location- Under each site list:**
 1. **CCL License Number**
 2. **First Name of Participant**
 3. **Last Name of Participant**
 4. **Spouse/Partner**
 5. **Address (Number, Street, City, Zip Code)**
 6. **Status (Is participant currently attending? Did participant graduate?)**
 7. **Total Hours Completed by Participant**
- **Session Language (English, Spanish, etc.)**
- **Session Start Date**
- **Session End Date**

Training Site:			Session Language:		
Session Start Date:			Session End Date:		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed
Training Site:			Session Language:		
Session Start Date:			Session End Date:		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed

LICENSURE ASSISTANCE WITH CCLD CDSS:

Training Facility/Venue	Date	Number Enrolled	Number Attended	Number of Completions
MONTHLY TOTALS				

FYI FYI FYI FYI

F O R Y O U R I N F O R M A T I O N

ISSUE NO: 02-08

DATE: 03/02

QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

Health and Safety

The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

Medical, Dental and Psychiatric Care

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



If you have any questions regarding this release please e-mail your question to:

Policy@dcfs.co.la.ca.us

Exhibit A-6: Quality of Life Standards FYI 02-08 Cont.

Education

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

Setting Goals and Objectives/Emancipation Planning

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

Self Esteem

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

Childhood Memories

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

Quality of Life Guidelines

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s (he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?
6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?
8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?

Exhibit A-6: Quality of Life Standards FYI 02-08 Cont.

9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?

Exhibit A-7: PS-MAPP Training Curriculum Learning Objectives

**PS-MAPP TRAINING CURRICULUM
LEARNING OBJECTIVES**

PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives

OUTCOMES of Training for Potential Foster Parents

Outcomes for future foster parents are listed at the beginning of each module.

Outcomes for participants:

- 1 Participants will learn important concepts about child development and the impact of abuse and neglect on normal development.
- 2 Participants will explore the impact of loss and grieving.
- 3 Participants will develop skills to identify children's needs and to understand the issues that affect attachment for children in foster or adoptive care.
- 4 Participants will assess their willingness and ability to teach children who have been abused or neglected how to manage their own behavior.
- 5 Participants will examine the importance of birth families and cultural heritage.
- 6 Participants will gain a working knowledge of the Department of Children and Family Services.
- 7 Participants will learn the preparation and selection process for Foster and Adoptive families.
- 8 Participants will gain an empathic understanding of children in the foster care system.
- 9 Participants will explore their own strengths and needs through focus on partnerships and building alliances.
- 10 Participants will gain an understanding of the impact of fostering and adopting.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives***

Module I: Welcome to the PS MAPP Group Preparation and Selection Program

Learning Objectives:

1. Begin the process of establishing a supportive group dynamic that fosters trust, cohesiveness and interaction.
2. State the purpose of *group* preparation and selection:
 - Provide an organized way to decide together whether fostering, adopting or both is right for participants' families right now;
 - Help develop skills to be successful and satisfied foster parents and adoptive parents; and
 - Set the stage for ongoing partnership.
3. Explain why the PS-MAPP Preparation and Selection Program is for both prospective adoptive parents and prospective adoptive parents.
4. Define the strengths/needs approach to preparation and selection and introduce the criteria for selection of foster and adoptive parents.
5. Discuss Family and Personal Profiles as ways the group will share information and assess each other's strengths and needs.
6. Introduce child welfare law and practice; define key terms and how changes that have taken place have affected children and their families.
7. Identify and reinforce ideas about the role of foster/adoptive parents in assuring safety, well-being and permanence for the children in foster care.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives***

Module II: Where the MAPP Leads: A Foster Care and Adoptive Experience

Learning Objectives:

1. Introduce the conceptual foundation for shared parenting and alliance building.
2. Identify the “Cycle of Need” as an anchor for the way we look at children’s needs and behaviors.
3. Develop a perspective on the ways children respond to conflict and changes in their environment, and reinforce the importance of building positive alliances.
4. Outline the steps in a Child Welfare Case
5. Utilize Erikson’s Stages of Development to illustrate normal child development and the impact of physical abuse, sexual abuse, and neglect on that development.
6. Clarify the roles of foster and adoptive parents in assessing the needs of children and youth who have been abused or neglected.
7. Participate in activity designed to provide foster and adoptive parents an opportunity to practice assessing the needs of children and youth.
8. Develop a working knowledge of an Individual Education Plan (IEP).
9. Understand information pertaining to youth impacted by HIV, Fetal Alcohol Syndrome or Fetal Alcohol Effect, Learning and/or Growing differently, and Gay/Lesbian/Bisexual/Transgender issues.
10. Prepare for the upcoming discussion about separation and loss.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives***

Module III: Losses and Gains: The Need To Be A Loss Expert

Learning Objectives:

1. Explore personal losses in perspective foster and adoptive parents and how those loss experiences will enhance or challenge the foster or adoptive parenting experience.
2. Understand the impact of foster care placement and adoptive placement on the feelings and behaviors of children.
3. Review Family Profiles and discuss setting up appointments for family consultations.
4. Describe and compare situational and maturational losses.
5. Explain why the separation/grieving process is a natural and expected part of foster care and adoption.
6. Determine where a child is in the grieving process.
7. Define developmental grieving.
8. Describe how loss affects a child's sense of well-being.
9. Describe predictable psychological and behavioral reactions to loss for children and youth in foster care.
10. Explain the losses experienced by children and youth who are abused or neglected.
11. Explain the use of the Life Book as a strategy for healthy grieving.
12. Explain why some children get "stuck" in grieving and plan ways to help a child move on to "understanding" or "acceptance".
13. Explain ways birth parents may express their own losses.
14. Develop strategies to help a child heal from loss.
15. Define strategies for healthy healing.
16. Create parenting interventions for children and youth at different ages of development to deal with reactions to loss (such as shock/denial, anger, despair/depression and acceptance/understanding).
17. Assess and apply the impact of personal situational and maturational losses on the role of foster/adoptive parents.
18. Develop ways to turn situational losses into personal/professional gains.

Exhibit A-7: PS-MAPP Training Curriculum Learning Objectives Cont.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives******Module IV: Helping Children With Attachments******Learning Objectives:***

1. Explain how basic needs of humans (survival, safety, love and belonging, self-esteem and self-actualization) are tied to the development of attachment.
2. Describe how children's needs are expressed behaviorally.
3. Explain how the arousal/relaxation cycle affects the child's sense of well-being and need for survival, safety, love and belonging, as well as self-esteem.
4. Learn how loss affects a child's attachment.
5. Select strategies for helping a child heal from loss and strengthen or build healthy attachments.
6. Feel confident about keeping children and youth physically, mentally, emotionally, socially and spiritually/morally healthy in the foster home.
7. Promote, rebuild and support positive attachments of children and youth in foster care.
8. Apply in examples ways to meet basic human needs and build attachment.
9. Explain how a child's attachment affects his/her sense of well-being.
10. Assess personal strengths/needs in helping a child recover from loss and attach.

Exhibit A-7: PS-MAPP Training Curriculum Learning Objectives Cont.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives***

Module V: Helping Children Learn to Manage Their Own Behaviors

Learning Objectives:

1. Describe personal or family strengths and needs related to the 12 Criteria for Successful Fostering and Adopting.
2. Identify behaviors children and youth may need help managing.
3. Describe behaviors that are dangerous or harmful to children, youth and family members.
4. Understand personal emotional reactions that may create challenges for selecting effective parental interventions.
5. Understand the unique role of a foster parent in helping children and youth manage their behaviors.
6. Explain the difference between parental interventions of punishment and discipline.
7. Understand how behaviors are indicators of underlying needs.
8. Explain behavior management as a way of getting needs met.
9. Outline the steps for helping children learn positive behaviors with methods that do not use physical punishment.
10. Understand the components of safety in a foster home.
11. Describe the role of a foster parent in implementing a safety plan.
12. Distinguish between risk and safety.
13. Define safety and risk as stated in federal and state child welfare law.
14. Help children and youth manage their behaviors.
15. Choose discipline strategies that assure a child's safety.
16. Explain how discipline can assure a child's safety.
17. In case examples, choose specific discipline techniques to help assure a child's safety.

PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives

Module VI: Helping Children With Birth Family Connections

Learning Objectives:

1. Define culture, identity, self-concept and connections.
2. Describe how culture, race and ethnicity are tied to identity.
3. Define culture in terms of identity, self-concept and connections.
4. Explain how a child's cultural identity is important to well-being.
5. Demonstrate the skill of asking questions to understand a child's cultural needs.
6. Understand how the Indian Child Welfare Act (ICWA) affects the well-being of children and youth who are Native American.
7. Explain the requirements and intent of ICWA.
8. Identify the responsibilities of foster families relative to ICWA.
9. Determine the risks for a Native American child whose cultural identity is not maintained.
10. Describe how the Multiethnic Placement Act of 1994 (MEPA) and its amendment of 1996 (IEP) can affect the well-being of youth placed transracially.
11. Explain the requirements and intent of MEPA/IEP.
12. Determine the risks for a child whose cultural identity is not maintained in foster care or adoption.
13. Nurture a child's cultural connections.
14. Demonstrate ways to support a child's need to be connected to cultural roots.
15. Support shared parenting.
16. Determine the benefits of shared parenting and the effective use of visits for children and youth in foster care.
17. State the agency's expectations about foster parents' roles in shared parenting, including the foster parents' role in assuring successful visits.
18. Describe at least 10 shared parenting strategies for making visits work well for children and their parents.
19. Describe potential problems of shared parenting, including problems with visits between children and their parents.
20. Demonstrate support of the alliance model through visits.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives***

Module VII: Gains and Losses: Helping Children Leave Foster Care

Learning Objectives:

1. Understand the ways children and youth transition from foster care, including returning home, moving into an adoptive home, into a new role in the foster family that adopts, and into independent living.
2. Explain the agency's expectations concerning the role and responsibilities of foster parents in judicial proceedings involving a child in foster care.
3. Help children and youth transition from foster care.
4. Apply the concepts of permanency planning and concurrent planning in case examples of children and youth leaving foster care.
5. Define disruption and dissolution in foster care, and explain how both can affect a child's sense of well-being.
6. Describe the stages of disruption.
7. Describe possible sources of stress in families, which may cause disruptions.
8. Describe situations that might trigger anxiety in the family.
9. Demonstrate ways to prevent disruptions or dissolutions of foster care placements or adoptions
10. Apply strategies for intervening with a child's behavior during a family crisis or preventing a crisis.
11. Develop a plan for managing personal reactions to disruption.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives***

Module VIII: Understanding the Impact of Fostering or Adopting

Learning Objectives:

1. Describe the family's needs for safety, security, affiliation and growth.
2. Describe changes that might lead to conflict in a family that decides to foster or adopt.
3. Anticipate specific changes that might occur with the family's decision to foster or adopt.
4. Develop strategies for managing the conflicting needs of children in foster care and members of the foster family.
5. Describe family methods for managing boundaries, decision-making, family communication, family rules and family roles.
6. Assess how current ways for managing boundaries, decision-making, family communication, family rules and family roles may work or not work with the decision to foster or adopt.
7. Explain the purpose and contents of an Eco-Map.
8. Create an Eco-Map of participants' families
9. Use an Eco-Map to determine the energy sources and drains on the family.
10. Discover individual, family and community resources which will give energy to the family should they decide to foster or adopt.
11. Explain the purpose and components of a Family Map.
12. Use a Family Map to anticipate the ways relationships may change after a child comes into their family.
13. Decide upon strategies to manage changing relationships in case examples.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives***

Module IX: Perspectives In Adoptive Parenting And Foster Parenting: Teamwork and Partnership

Learning Objectives:

1. Define partnership building and teamwork.
2. Build partnerships with child welfare staff, other service providers, court personnel and the parents of children and youth in foster care.
3. Explain components of concurrent planning as defined in ASFA and state law.
4. Define the roles and responsibilities of the agency worker, foster parent, foster/adoptive parent and birth parent in concurrent planning.
5. Define permanency planning as established by PL 96-272, including the concepts of timeliness, best interest of the child (well-being), reasonable efforts and the child's needs for a family intended to last a lifetime.
6. Understand the foster parent's and foster/adoptive parent's responsibilities and role in permanency planning.
7. Understand the parent's role in permanency planning.
8. Explain the difference between foster care and adoption in terms of legal, emotional, and social status for a child.
9. Define and explain case planning, case conferencing and case review.
10. Understand roles and responsibilities in case planning, case conferencing and case review.
11. Explain the permanency hearing and the role of all parties in the hearing.
12. Identify and explain the purpose and possible structures of family conferences.
13. Explain the role of the foster parent in family conferencing.
14. Define effective communication.
15. Develop and successfully demonstrate specific, effective communication techniques (paraphrasing; reflecting; using minimal reinforcers; using congruence of body, tone of voice, and words; giving clear messages) which contribute to alliance building and shared parenting.
16. Create strategies for managing problems in family conferences.
17. Apply legal timeframes for child welfare decision-making and impact on the role of foster parents.

PS Model Approaches to Partnerships in Parenting (PS-MAPP)
Curriculum Learning Objectives

Module X: Endings and Beginnings

Learning Objectives:

1. Describe personal or family strengths and needs relative to the 12 Criteria for Successful Fostering and Adopting
2. Be able to make an informed commitment to meet the developmental and well-being needs of children and youth in foster care or adopted through foster care.
3. Be able to make an informed commitment to assure a child's safety in foster care.
4. Be able to make an informed commitment to share parenting with the birth family of a child in foster care.
5. Be able to make an informed commitment to support concurrent parenting for permanency.
6. Be able to identify the kind of child (personality, behavior, and family background) that they could best parent, and describe why that "picture" has or has not changed during the modules.
7. Explain potential problems with the partnership between the agency and the foster and adoptive family.
8. Plan ways to manage potential problems between the agency and the foster or adoptive family.
9. Understand and describe the policies and procedures for investigating allegations of abuse in foster families.
10. Describe the supports available to a family during an investigation of abuse in a foster family.
11. Describe the incidence of abuse in out-of-home care in the United States.
12. Be able to distinguish between naïve and manipulative false allegations of abuse.
13. Develop strategies to manage the family's emotions during an investigation of abuse.
14. Distinguish between attachment and commitment.
15. Describe ways to assess loss issues for the family following a possible adoption.
16. Describe the ways to assess family system issues following adoption.
17. List and assess resources available to the family when stress occurs as a result of foster care or adoption
18. Determine readiness to adopt a child whose parents' legal rights are terminated.
19. For those participants who have decided not to foster or adopt right now, be able to identify what has helped them make that decision.
20. Identify specific strengths and needs of the PS-MAPP Program.

ATTACHMENT II

PS-MAPP FUNDING ALLOCATIONS PER REGION
CONTRACT START DATE – AUGUST 1, 2014

	NORTH SPA 1 & 2	EAST SPA 3 & 4	WEST SPA 5 & 6	SOUTH SPA 7 & 8	TOTALS
Contract Year 1	\$179,988	\$269,982	\$269,982	\$269,982	\$989,934
Contract Year 2	\$181,188	\$271,782	\$271,782	\$271,782	\$996,534
Contract Year 3	\$182,388	\$273,582	\$273,582	\$273,582	\$1,003,134
Contract Year 4	\$183,588	\$275,382	\$275,382	\$275,382	\$1,009,734
Contract Year 5	\$184,788	\$277,182	\$277,182	\$277,182	\$1,016,334
Six Month Extension	\$92,394	\$138,591	\$138,591	\$138,591	\$508,167
TOTALS	\$1,004,334	\$1,506,501	\$1,506,501	\$1,506,501	\$5,523,837