



PHILIP L. BROWNING
Director

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

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(213) 351-5602

Board of Supervisors

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 18, 2014

26 November 18, 2014

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE SERVICES FOR THE SAFE CHILDREN AND STRONG FAMILIES SERVICE DELIVERY CONTINUUM AND APPROVE TERM EXTENSIONS FOR THE FAMILY PRESERVATION CONTRACTS PROVIDING SERVICES UNDER THE PROMOTING SAFE AND STABLE FAMILIES PROGRAM
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to award contracts under the Safe Children and Strong Families (SCSF) Service Delivery Continuum for the service categories of Adoption Promotion and Support Service (APSS) and Prevention and Aftercare Services (PAS); and to extend the current Family Preservation (FP) Services from January 1, 2015 through June 30, 2016.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS or his designee to prepare and execute contracts, with the agencies and amounts indicated in Attachment A, to provide services for the SCSF Program, for the service categories of APSS and PAS, for a term of three years from January 1, 2015 through December 31, 2017, with the option to extend for two additional one-year periods from January 1, 2018 through December 31, 2019. The Maximum Annual Contract Sum is \$9,602,348. The aggregate five year Maximum Contract Amount is \$48,011,740. Funding is included in the 2014-15 Fiscal Year's Adopted Budget, and it will be included for subsequent fiscal years in the Department's budget requests. Funding details are outlined under the Fiscal Impact Section.

2. Delegate authority to the Director of DCFS or his designee to execute amendments to extend the

Family Preservation Contracts under the PSSF Program, with the agencies and the amounts indicated in Attachment B, for a period of 18 months, from January 1, 2015 through June 30, 2016. The aggregate Maximum Contract Sum is \$44,560,079. Funding is included in the Adopted Budget for Fiscal Year 2014-15, and it will be included for the subsequent year in the Department's budget request. Approval to extend the FP contracts from the California Department of Social Services (CDSS) is currently pending. A new Request for Proposals (RFP) to re-solicit these services is expected to be released on or about January 2015.

3. Approve funding increases for 14 FP contracts in the Metro North, Pasadena, Pomona, and San Fernando Valley service areas in the amount of \$4,772,781 for the period beginning January 1, 2015 through June 30, 2016, due to redistribution of funds from eight FP contracts no longer operational. Funding is included in the Adopted Budget for Fiscal Year 2014-15 as indicated in Attachment B, and it will be included in the subsequent Department's budget request.

4. Approve the use of the Form Contracts substantially similar to Attachments D and E for the new contracts to support the SCSF Program, and approve the use of the Form Amendment substantially similar to Attachment C to extend the term of the FP contracts under the PSSF Program.

5. Delegate authority to the Director of DCFS or his designee to send written notices for any required extensions to these contracts and to negotiate and execute amendments to the contracts for any mergers; reallocation of funds among the contracts, including carry-overs or unspent funds to meet unanticipated demands; or to increase or decrease the maximum annual contract sum not to exceed 10 percent, when such a change is necessitated by additional and necessary services, provided sufficient funding is available. The approval of County Counsel will be obtained prior to executing such amendments and the Director or his designee will notify the Board and the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for the SCSF Program to provide an integrated continuum of culturally responsive strength-based services by using a comprehensive, family-centered and community-oriented resource directed approach to vulnerable children and families in Los Angeles County. The SCSF delivery continuum includes services and supports ranging from those aimed to prevent occurrence or reoccurrence of child abuse and neglect among families that are not involved with DCFS or those exiting the DCFS system to services that facilitate and support permanency for children placed in out home care and adoptive homes. The SCSF delivery continuum is made up of five programs APSS, CAPIT, FP, PAS and Partnerships for Families (PFF). Currently the only contracts recommended for approval are APSS and PAS. A Request for Proposals for FP and PFF services will be released on or about January 2015.

A synopsis of the recommended services is as follows:

APSS is designed to improve permanency outcomes for children placed in out-of-home care who were unable to reunify with their family of origin. APSS assists children and families in various stages of the adoption process in an effort to facilitate and support permanency. Children and families are empowered through information, support, and skill development to be involved in directing their own permanency planning and decision making.

PAS aims to stop child maltreatment before it occurs or prevent it from reoccurring. It is designed to address risk factors considered to be the root causes of harm to families and communities. These risk factors include, but are not limited to, poverty, unemployment, limited access to quality education, inadequate access to safe and affordable housing, inadequate access to health and dental care, as well as emergency basic support services, which may include housing, clothing, utilities, food, furniture, school items, and transportation.

The current APSS contracts expire on December 31, 2014. PAS is a new program developed to implement lessons learned from the Prevention Initiative Demonstration Project and the current Family Support (FS) program which expire on December 31, 2014.

Implementation of Strategic Plan Goals

The contracts are consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness, by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This goal: 1) allows more children to remain safely in their homes; 2) reduces the reliance on out-of-home care through the provision of intensive, focused, individualized services; 3) reduces the number of children and their length of stay in congregate care while ensuring that individualized case planning and appropriate community alternatives are in place; and 4) reduces the timelines to permanency.

FISCAL IMPACT/FINANCING

The estimated aggregate maximum annual cost for the new contracts is \$9,602,348 (see Attachment A). The maximum annual cost for each program is as follows: APSS' maximum annual cost is \$2,984,000 financed by 89 percent Federal revenue (\$2,658,950), and 11 percent net County cost (NCC) (\$325,050). PAS' maximum annual cost is \$6,618,348 financed by 29 percent Federal revenue (\$1,899,250), four percent State revenue (\$255,292) and 67 percent NCC (\$4,463,806).

The estimated aggregate maximum cost for the FP contracts is \$44,560,079 financed by six percent Federal revenue (\$2,673,605), 36 percent State revenue (\$16,041,628), and 58% NCC (\$25,844,846).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 26, 2005 and August 16, 2005, the Board approved DCFS contracts with APSS, FP, and FS, providers through June 30, 2008. Since then, DCFS has obtained subsequent approvals from the CDSS and the Board to extend the contracts through December 31, 2013, with the additional option to extend the contracts on a month-to-month basis in order to complete the SCSF solicitation.

The total number of contracts to be awarded is 18; eight for APSS and 10 for PAS as listed in Attachment A.

This Board letter has been reviewed by County counsel and the CEO. County counsel has approved the form amendment and form contracts as to form.

CONTRACTING PROCESS

DCFS used a Request for Proposals (RFP) solicitation process. Before the RFP was released, a Public Comments Conference was held to ensure that the community had access to the Statements of Work (SOW) and Sample Contracts to be released soon after. During this conference the community and stakeholders were given the opportunity to voice any concerns or issues with the information provided in the RFP.

The RFP was released on January 3, 2013, with a proposal submission date of April 8, 2013. There were 316 proposals received on April 8, 2013 for all five program categories. Out of the 316 proposals submitted by 73 agencies, 22 were for APSS and 32 for PAS. The remaining 262 proposals received were for CAPIT, FP and PFF Programs. The proposals were evaluated by a committee of three individuals for different service areas throughout the County using the County's Informed Averaging Methodology.

There were over 115 evaluators randomly assigned to evaluate the 311 proposals for the five programs. Evaluators' comments and scores were compiled and the tentative selection and non-selection notices were forwarded to proposers on October 30, 2013.

There were two Proposed Contractor Selection Reviews (PCSR) filed for APSS and none were filed for PAS. The PCSRs were conducted by personnel from other County departments that were not involved in the solicitation. Subsequently, only one County Review Panel (CRP) request for APSS was submitted to the Department. On July 10, 2014, a CRP hearing was held for APSS. The CRP panel found no merit in the assertion that a member of the evaluation team demonstrated bias in the conduct of the evaluation. Eight contracts are recommended to be awarded for APSS and ten for PAS as indicated in attachment A.

CAPIT new recommended contracts will be submitted for Board approval at a later date contingent upon the results of the CRP hearings expected to be finalized shortly. As a result of the CRP findings for FP and PFF, the Department will re-release a new RFP for those programs on or about January 2015, pending CDSS approval to extend the current FP contracts. DCFS will return to the Board with the recommended contractors for approval after the completion of the solicitation process.

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

CONTRACTOR PERFORMANCE

The contractors will be required to meet the performance standards as outlined in the contracts' Statement of Work. The monitoring of the services will be performed by DCFS' employees, which will include an evaluation of monthly invoices, onsite monitoring for fiscal, administrative and service delivery performance.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

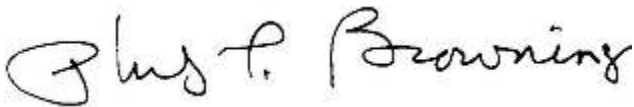
The award of the contracts for APSS and PAS will continue to help facilitate improved family outcomes and improve child safety in their homes without a break in service.

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

CONCLUSION

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

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

DM:AO:seg

Attachments (5)

Enclosures

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

SAFE CHILDREN AND STRONG FAMILIES CONTRACTORS

ADOPTION PROMOTION & SUPPORT SERVICES			CONTRACT PERIODS							
SUPV DIST	SPAS	NAME OF AGENCY	CONTRACT #	1/1/15 to 12/31/15	1/1/16 to 12/31/16	1/1/17 to 12/31/17	1/1/18 to 12/31/18	1/1/19 to 12/31/19	MAXIMUM CONTRACT AMOUNT	
5	1	Penny Lane Centers	2015-01-01	\$ 285,000	\$ 285,000	\$ 285,000	\$ 285,000	\$ 285,000	\$ 1,425,000	
3	2	The University Corporation	2015-01-02	\$ 520,000	\$ 520,000	\$ 520,000	\$ 520,000	\$ 520,000	\$ 2,600,000	
1	3	Five Acres Boys and Girls Aid Society of Los Angeles	2015-01-03	\$ 530,000	\$ 530,000	\$ 530,000	\$ 530,000	\$ 530,000	\$ 2,650,000	
2	4	Children's Bureau of Southern California	2015-01-04	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 900,000	
1	5	The Regents of the University of California	2015-01-05	\$ 195,000	\$ 195,000	\$ 195,000	\$ 195,000	\$ 195,000	\$ 975,000	
2	6	Shields For Families	2015-01-06	\$ 410,000	\$ 410,000	\$ 410,000	\$ 410,000	\$ 410,000	\$ 2,050,000	
4	7	Olive Crest	2015-01-07	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 1,950,000	
2	8	Children's Institute, Inc.	2015-01-08	\$ 474,000	\$ 474,000	\$ 474,000	\$ 474,000	\$ 474,000	\$ 2,370,000	
				\$2,984,000	\$ 2,984,000	\$2,984,000	\$2,984,000	\$ 2,984,000	\$14,920,000	

PREVENTION AND AFTER CARE SERVICES			CONTRACT PERIODS							
SUPV DIST	SPAS	NAME OF AGENCY	CONTRACT #	1/1/15 to 12/31/15	1/1/16 to 12/31/16	1/1/17 to 12/31/17	1/1/18 to 12/31/18	1/1/19 to 12/31/19	MAXIMUM CONTRACT AMOUNT	
5	1	Children's Bureau of Southern California	2015-01-09	\$ 539,790	\$ 539,790	\$ 539,790	\$ 539,790	\$ 539,790	\$ 2,698,950	
3	2	Friends of the Family	2015-01-10	\$ 842,909	\$ 842,909	\$ 842,909	\$ 842,909	\$ 842,909	\$ 4,214,545	
1	3	Prototypes	2015-01-11	\$ 978,198	\$ 978,198	\$ 978,198	\$ 978,198	\$ 978,198	\$ 4,890,990	
2	4	Children's Institute, Inc.	2015-01-12	\$ 352,635	\$ 352,635	\$ 352,635	\$ 352,635	\$ 352,635	\$ 1,763,175	
1	5	Westside Children's Center	2015-01-13	\$ 341,120	\$ 341,120	\$ 341,120	\$ 341,120	\$ 341,120	\$ 1,705,600	
2	6	Shields for Families	2015-01-14	\$1,407,678	\$ 1,407,678	\$1,407,678	\$1,407,678	\$ 1,407,678	\$ 7,038,390	
4	7	Spirit Family Services	2015-01-15	\$ 672,669	\$ 672,669	\$ 672,669	\$ 672,669	\$ 672,669	\$ 3,363,345	
2	8	South Bay Center for Counseling	2015-01-16	\$ 701,109	\$ 701,109	\$ 701,109	\$ 701,109	\$ 701,109	\$ 3,505,545	
All	AI ¹	United American Indian	2015-01-17	\$ 341,120	\$ 341,120	\$ 341,120	\$ 341,120	\$ 341,120	\$ 1,705,600	
All	API ²	Special Services for Groups	2015-01-18	\$ 341,120	\$ 341,120	\$ 341,120	\$ 341,120	\$ 341,120	\$ 1,705,600	
All	DHH ³	All agencies		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	
				\$6,618,348	\$ 6,618,348	\$6,618,348	\$6,618,348	\$ 6,618,348	\$33,091,740	

1. American Indian
 2. Asian Pacific Islander
 3. Deaf and Hard of Hearing

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY PRESERVATION PROGRAM

DCFS Office	Agency Name	Contract Number	Funding Allocations from Jan. 1, 2015 through June 30, 2015 Redistribution Funds Included	Funding Allocations for FY 15-16	Total Funding Allocations for the 18-Month Period from January 1, 2015 through June 30, 2016
BELVEDERE	BIENVENIDOS CHILDRENS CENTER	04-025-5	173,442	346,884	520,325
BELVEDERE	BIENVENIDOS CHILDRENS CENTER	05-028-2	31,295	62,590	93,885
BELVEDERE	HUMAN SERVICES ASSOCIATION	04-025-28	173,442	346,884	520,325
BELVEDERE	HUMAN SERVICES ASSOCIATION	05-028-6	31,295	62,590	93,885
BELVEDERE	PENNY LANE	04-025-38	173,437	346,875	520,312
BELVEDERE	PLAZA COMMUNITY CENTER	04-025-43	173,442	346,884	520,325
BELVEDERE	PLAZA COMMUNITY CENTER	05-028-8	31,295	62,590	93,885
BELVEDERE	TOTAL		787,648	1,575,296	2,362,943
CENTURY	EL CENTRO DEL PUEBLO	04-025-17	280,108	560,216	840,325
CENTURY	PERSONAL INVOLVEMENT CENTER	04-025-39	280,108	560,216	840,325
CENTURY	TOTAL		560,216	1,120,433	1,680,649
COMPTON	INSTITUTE FOR MAXIMUM HUMAN POTENTIAL	05-028-7	67,060	134,120	201,181
COMPTON	PROJECT IMPACT	04-025-46	195,742	391,484	587,226
COMPTON	SHIELDS FOR FAMILIES	04-025-49	195,742	391,484	587,226
COMPTON	SHIELDS FOR FAMILIES	05-027-7	156,474	312,948	469,421
COMPTON	SHIELDS FOR FAMILIES	05-028-10	156,474	312,948	469,421
COMPTON	TOTAL		771,491	1,542,983	2,314,474
COUNTYWIDE	CHINATOWN SERVICE CENTER	04-025-11	246,620	493,239	739,859
COUNTYWIDE	UNITED AMERICAN INDIAN	04-025-53	197,296	394,591	591,887
COUNTYWIDE	TOTAL		443,915	887,830	1,331,745
GLENDORA	EAST VALLEY BOYS AND GIRLS CLUB	04-025-7	232,065	464,130	696,195
GLENDORA	BIENVENIDOS CHILDRENS CENTER	04-025-6	232,065	464,130	696,195
GLENDORA	FIVE ACRES BOYS AND GIRLS	04-025-19	232,065	464,130	696,195
GLENDORA	PACIFIC CLINICS	04-025-34	232,065	464,130	696,195
GLENDORA	SPIRITT FAMILY SERVICES	04-025-51	232,065	464,130	696,195
GLENDORA	TOTAL		1,160,324	2,320,649	3,480,973

*Contract terminated at the request of the agency

**Contract augmented by redistribution of funds from contract(s) no longer operational

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY PRESERVATION PROGRAM

DCFS Office	Agency Name	Contract Number	Funding Allocations from Jan. 1, 2015 through June 30, 2015 Redistribution Funds Included	Funding Allocations for FY 15-16	Total Funding Allocations for the 18-Month Period from January 1, 2015 through June 30, 2016
HAWTHORNE	EL CENTRO DEL PUEBLO	04-025-18	173,855	347,709	521,564
HAWTHORNE	GUIDANCE COMMUNITY DEVELOPMENT CENTER	04-025-24	173,855	347,709	521,564
HAWTHORNE	PERSONAL INVOLVEMENT CENTER	04-025-40	173,855	347,709	521,564
HAWTHORNE	TOTAL		521,564	1,043,127	1,564,691
LAKESWOOD	CAMBODIAN ASSOCIATION OF AMERICA	04-025-8	345,032	690,064	1,035,096
LAKESWOOD	CHILDRENS INSTITUTE, INC	04-025-12	345,032	690,064	1,035,096
LAKESWOOD	CITY OF LONG BEACH	04-025-14	345,032	690,064	1,035,096
LAKESWOOD	CITY OF LONG BEACH	05-027-10	185,948	371,896	557,844
LAKESWOOD	CITY OF LONG BEACH	05-028-5	265,640	531,281	796,921
LAKESWOOD	FLORENCE CRITTENTON	04-025-21	345,032	690,064	1,035,096
LAKESWOOD	TOTAL		1,831,717	3,663,434	5,495,150
LANCASTER	CHILDRENS CENTER OF THE AV	04-025-10	228,324	456,647	684,971
LANCASTER	PENNY LANE	04-025-36	228,324	456,647	684,971
LANCASTER	TOTAL		456,647	913,294	1,369,941
METRO NORTH	*ASSISTANCE LEAGUE OF SC	04-025-1	0	0	0
METRO NORTH	**EL CENTRO DEL PUEBLO	04-025-15	362,515	725,030	1,087,545
METRO NORTH	*HILLSIDES	04-025-26	0	0	0
METRO NORTH	**IMCES	05-027-5	249,203	498,406	747,609
METRO NORTH	**PARA LOS NINOS	05-027-6	249,203	498,406	747,609
METRO NORTH	**PARA LOS NINOS	05-028-9	113,311	226,622	339,933
METRO NORTH	**PICO UNION/CALIFORNIA HOSP	05-028-4	249,203	498,406	747,609
METRO NORTH	TOTAL		1,223,435	2,446,870	3,670,305
PALMDALE	CHILDRENS CENTER OF THE AV	04-025-9	197,476	394,952	592,427
PALMDALE	PENNY LANE	04-025-33	197,476	394,952	592,427
PALMDALE	TOTAL		394,952	789,903	1,184,855
PASADENA	*ASSISTANCE LEAGUE OF SC	04-025-3	0	0	0

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY PRESERVATION PROGRAM

DCFS Office	Agency Name	Contract Number	Funding Allocations from Jan. 1, 2015 through June 30, 2015 Redistribution Funds Included	Funding Allocations for FY 15-16	Total Funding Allocations for the 18-Month Period from January 1, 2015 through June 30, 2016
PASADENA	**FIVE ACRES BOYS AND GIRLS	04-025-20	607,046	1,214,092	1,821,139
PASADENA	*HILLSIDES	04-025-27	0	0	0
PASADENA	TOTAL		607,046	1,214,092	1,821,139
POMONA	*ASSISTANCE LEAGUE OF SC	04-025-4	0	0	0
POMONA	*POMONA UNIFIED SCHOOL DISTRICT	04-025-44	0	0	0
POMONA	**POMONA VALLEY YOUTH EMPLOYMENT	05-027-4	343,019	686,038	1,029,058
POMONA	**SANTA ANITA FAMILY SERVICES	04-025-47	506,231	1,012,461	1,518,692
POMONA	TOTAL		849,250	1,698,500	2,547,750
SAN FERNANDO VALL	*ASSISTANCE LEAGUE OF SC	04-025-2	0	0	0
SAN FERNANDO VALL	*ASSISTANCE LEAGUE OF SC	05-028-1	0	0	0
SAN FERNANDO VALL	**BOYS AND GIRLS CLUB OF SFV	05-027-3	201,410	402,820	604,230
SAN FERNANDO VALL	**BOYS AND GIRLS CLUB OF SFV	05-028-3	143,864	287,729	431,593
SAN FERNANDO VALL	**IMCES	05-027-2	201,410	402,820	604,230
SAN FERNANDO VALL	**SFV COMMUNITY MENTAL HEALTH	04-025-48	313,189	626,378	939,568
SAN FERNANDO VALL	**VALLEY TRAUMA	04-025-54	313,189	626,378	939,568
SAN FERNANDO VALL	**VALLEY TRAUMA	05-028-11	33,236	66,472	99,708
SAN FERNANDO VALL	TOTAL		1,206,299	2,412,597	3,618,896
SANTA CLARITA	CHILD AND FAMILY CENTER	05-027-1	156,474	312,948	469,421
SANTA CLARITA	VALLEY TRAUMA	04-025-55	235,881	471,762	707,642
SANTA CLARITA	TOTAL		392,355	784,709	1,177,064
SANTA FE SPRINGS	HELPLINE YOUTH COUNSELING, INC.	04-025-25	215,935	431,870	647,806
SANTA FE SPRINGS	HUMAN SERVICES ASSOCIATION	04-025-29	215,935	431,870	647,806
SANTA FE SPRINGS	PENNY LANE	04-025-37	215,935	431,870	647,806
SANTA FE SPRINGS	SPIRITT FAMILY SERVICES	04-025-52	215,935	431,870	647,806
SANTA FE SPRINGS	TOTAL		863,741	1,727,482	2,591,223
TORRANCE	BEHAVIORAL HEALTH SERVICES	04-025-50	242,488	484,976	727,464

*Contract terminated at the request of the agency

**Contract augmented by redistribution of funds from contract(s) no longer operational

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY PRESERVATION PROGRAM

DCFS Office	Agency Name	Contract Number	Funding Allocations from Jan. 1, 2015 through June 30, 2015 Redistribution Funds Included	Funding Allocations for FY 15-16	Total Funding Allocations for the 18-Month Period from January 1, 2015 through June 30, 2016
TORRANCE	CHILDRENS INSTITUTE, INC	04-025-13	242,488	484,976	727,464
TORRANCE	PERSONAL INVOLVEMENT CENTER	04-025-41	242,488	484,976	727,464
TORRANCE	TOTAL		727,464	1,454,928	2,182,392
WATERIDGE	CHILD ALLIANCE, INC.	04-025-32	184,881	369,761	554,642
WATERIDGE	DREW CHILD DEVELOPMENT CORPORATION	05-027-8	156,474	312,948	469,421
WATERIDGE	EL CENTRO DEL PUEBLO	04-025-16	184,881	369,761	554,642
WATERIDGE	INSTITUTE FOR MAXIMUM HUMAN POTENTIAL	04-025-31	184,881	369,761	554,642
WATERIDGE	PARA LOS NINOS	04-025-35	184,881	369,761	554,642
WATERIDGE	PERSONAL INVOLVEMENT CENTER	04-025-42	184,881	369,761	554,642
WATERIDGE	PROJECT IMPACT	04-025-45	184,881	369,761	554,642
WATERIDGE	TRIANGLE CHRISTIAN SERVICES, INC.	05-027-9	156,474	312,948	469,421
WATERIDGE	TOTAL		1,422,231	2,844,463	4,266,694
WEST LOS ANGELES	WESTSIDE CHILDRENS CENTER	04-025-56	633,062	1,266,124	1,899,186
WEST LOS ANGELES	TOTAL		633,062	1,266,124	1,899,186
	GRAND TOTAL		\$ 14,853,360	\$ 29,706,719	\$ 44,560,079

*Contract terminated at the request of the agency

**Contract augmented by redistribution of funds from contract(s) no longer operational



AMENDMENT NUMBER XXXX

TO

**FAMILY PRESERVATION PROGRAM CONTRACT
CFDA #93.556**

CONTRACT NUMBER XXXXXX

WITH

XXXXXXXXXXXX

**AMENDMENT NUMBER XXXXXX
TO FAMILY PRESERVATION PROGRAM CONTRACT
CONTRACT NUMBER XXXXXX**

This Amendment Number XXXXXX ("Amendment") to the Family Preservation (FP) Program Contract, ("Contract") adopted by the Board of Supervisors on XXXXXXXXXX, is made and entered into by and between County of Los Angeles, ("COUNTY"), and XXXXXXXXXXXXXXXXXXXXXX, ("CONTRACTOR"), this _____ day of _____, 2014.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing FP services to the COUNTY;

WHEREAS, Title IV-E and AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment (CAPIT) funds are available to increase the Contract budget commensurate with an increase in Up-front Assessments (UFA), Team Decision Making (TDM), Alternative Response Services (ARS), and FP services;

WHEREAS, on June 26, 2007, the Board of Supervisors approved the Department of Children and Family Services' (DCFS) plan to pilot UFA, TDM and ARS services at its Compton office through its FP Contractors;

WHEREAS, on February 3, 2009, the Board of Supervisors approved DCFS' request to amend the FP contracts to add UFA, TDM and ARS services;

WHEREAS, on June 26, 2012, the Board of Supervisors approved DCFS' request to amend the FP contracts to add Intensive Family Preservation (IFP) services as funded through Title IV-E;

WHEREAS, on December 3, 2013, the Board of Supervises delegated authority to the Director of DCFS to extend and execute contract amendments on a month-to-month basis beyond June 30, 2014, in the event new contracts were not in place;

WHEREAS, on January 29, 2014, the California Department of Social Services approved the COUNTY's request to further extend the term of the existing Contracts for an additional six-month period, from July 1, 2014 through December 31, 2014, in order to complete the current solicitation process for the Safe Children and Strong Families Services Request for Proposals;

WHEREAS, on XXXXXXXX, 2014, the California Department of Social Services approved the COUNTY's request to further extend the term of the existing Contracts for an additional 18-month period, from January 1, 2015 through June 30, 2016, in order to complete the re-solicitation process for the Safe Children and Strong Families Services Request for Proposals;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section 8.0, STANDARD TERMS AND CONDITIONS, Change Notice and Amendments; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **Section 4.0 TERM OF CONTRACT**, Sub-section 4.1.7 is added to read as follows:

4.1.7 The term of this Contract shall be extended on an automatic month-to-month basis for a period of 18 months beginning January 1, 2015 through June 30, 2016, unless terminated by COUNTY, at its sole option, or as otherwise permitted in this contract, by notice of termination to the CONTRACTOR. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. **Section 5.0 CONTRACT SUM**, Sub-section 5.3 is amended to read as follows:

5.3 The total amount payable under this Contract is \$XXXXXXXX hereinafter referred to as "Maximum Contract Sum." The maximum amount payable under this Contract for each of the Contract years shall not exceed \$XXXXXXXX for FY 2005-06, and \$XXXXXXXX for FY 2006-07, and \$XXXXXXXX for FY 2007-08, and \$XXXXXXXX for FY 2008-09, and \$XXXXXXXX for FY 2009-10, and \$XXXXXXXX for FY 2010-11, and \$XXXXXXXX for FY 2011-12, and \$XXXXXXXX for FY 2012-13, and \$XXXXXXXX for FY 2013-14, and \$XXXXXXXX for FY 2014-15, and \$XXXXXXXX for FY 2015-16 hereinafter referred to as "Maximum Annual Contract Sum" to provide the required FP services in the XXXXXXXX DCFS office that the CONTRACTOR shall serve.

3. **Exhibit B-X**, Supplemental Budgets for January 1, 2015 through June 30, 2015 and July 1, 2015 through June 30, 2016 is attached hereto and made part of Exhibit B, Program Budget.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER XXXX
TO FAMILY PRESERVATION PROGRAM CONTRACT
CONTRACT NUMBER XXXXXXX**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number XXXX to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number XXXX to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

PHILIP L. BROWNING, Director
Department of Children and Family Services

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

XXXXXXXXXXXX
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN F. KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

ATTACHMENT D

**SAFE CHILDREN AND STRONG FAMILIES
ADOPTION PROMOTION AND SUPPORT SERVICES
(CFDA # XXXXX)**

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

XXXXX

CONTRACT NUMBER XXXXX

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Safe Children and Strong Families (SCSF)
ADOPTION PROMOTION AND SUPPORT SERVICES CONTRACT

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- EXHIBIT E: CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement**
- EXHIBIT F: CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement**
- EXHIBIT G: Auditor-Controller Contract Accounting and Administration Handbook**
- EXHIBIT H: Internal Revenue Notice 1015**
- EXHIBIT I: Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)**
- EXHIBIT J: Safely Surrendered Baby Law Fact Sheet**
- EXHIBIT K: CONTRACTOR's Administration**
- EXHIBIT L: COUNTY's Administration**
- EXHIBIT M: Charitable Contributions Certification**
- EXHIBIT N: Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program**
- EXHIBIT O: Confidentiality of CORI Information**
- EXHIBIT P: Required Subcontract Components**
- EXHIBIT Q: User Complaint Report**

**COUNTY OF LOS ANGELES
ADOPTION PROMOTION AND SUPPORT SERVICES**

Adoption Promotion and Support Services (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2015, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

XXXXX
hereinafter referred to as
"CONTRACTOR".

RECITALS

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

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

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to provide support to children and adoptive families so that they can make a lifetime commitment to ensure permanency for children, thereby expediting the adoption process, and reducing disruptions and dissolutions of adoptions and the number of children waiting in out-of-home care; and

WHEREAS, pursuant to the provisions of Assembly Bill 776, a portion of the Federal Promoting Safe and Stable Families Funds may be designated to administer the COUNTY's Adoption Promotion and Support Services program for establishing a system of support for children and adoptive families; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.

1.2 Exhibits A, B, B-1, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q set forth below, are attached to and incorporated by reference in this Contract.

Exhibit A: Statement of Work

Exhibit B: Budget and Narrative

Exhibit B-1: Pricing Schedule

Exhibit C: CONTRACTOR's Equal Employment Opportunity (EEO) Certification

Exhibit D: CONTRACTOR's Acknowledgement and Confidentiality Agreement

Exhibit E: CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement

Exhibit F: CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement

Exhibit G: Auditor-Controller Contract Accounting and Administration Handbook

Exhibit H: Internal Revenue Notice 1015

Exhibit I: Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)

Exhibit J: Safely Surrendered Baby Law Fact Sheet

Exhibit K: CONTRACTOR's Administration

Exhibit L: COUNTY's Administration

Exhibit M: Charitable Contributions Certification

Exhibit N: Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program

Exhibit O: Confidentiality of CORI Information

Exhibit P: Required Subcontract Components

Exhibit Q: User Complaint Report

- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q.

2.0 DEFINITIONS

- 2.1 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. **“Contract”** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - B. **“CONTRACTOR”** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - C. **“COUNTY”** – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
 - D. **“COUNTY’s Program Manager”** (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
 - E. **“Day” or “Days”** – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
 - F. **“DCFS”** - means COUNTY’s Department of Children and Family Services
 - G. **“Director”** - means COUNTY’s Director of Children and Family Services or his or her authorized designee.

- H. **"Fiscal Year(s)"** - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- I. **"Program"** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- J. **"Subcontract"** - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

3.0 TERM OF CONTRACT

- 3.1 The term of this Contract shall commence on the date of execution by the Director of DCFS and shall expire on December 31, 2017, with two one-year options to extend through December 31, 2019, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the term of this contract for up to two additional one-year periods for a maximum Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS by Amendment or written notice to the CONTRACTOR provided that approval of the County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 3.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after Chief Executive Office approval, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

4.0 CONTRACT SUM

- 4.1 The Maximum Annual Contract Sum for this contract is \$XXXXXX.

- 4.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B-1, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 6.0, Invoices and Payments, of this Contract.
- 4.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 4.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit L, County's Administration.
- 4.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit B, Line Item Budget herein referred to as "Budget and Narrative." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 4.7 CONTRACTOR may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs. Unless, the agency has a federally approved indirect cost rate letter of over 10%.

5.0 INSURANCE REQUIREMENTS

- 5.1 General Insurance Requirements

5.1.1 Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.2 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

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

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

- 5.1.4 CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 5.1.5 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 5.1.6 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

- 5.1.7 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.
- 5.1.8 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 5.1.9 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.10 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.11 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 5.1.12 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 5.1.13 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 5.1.14 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.15 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 5.1.16 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 5.1.17 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

5.2 Insurance Coverage Requirements:

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

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

- 5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant

to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

5.2.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

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

6.0 INVOICES AND PAYMENTS

6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in Exhibit B-1, Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses,

equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) 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.

- 6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 15 days of the last day of the month in which the service was rendered. Any invoice submitted more than 15 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 6.4 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, A-122, Cost Principles for Non-Profit Organizations. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 6.5 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: APSS Program Manager

- 6.6 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.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal

conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

- 7.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 7.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

8.0 CONFIDENTIALITY

- 8.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

- 8.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D, "Contractor Acknowledgement and Confidentiality Agreement."
- 8.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit E, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 8.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall

be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.10 Confidentiality Requirements for Probation Department

8.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

8.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit O, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

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

10.0 HOURS OF OPERATION

10.1 CONTRACTOR's service providers and delivery sites shall, to the extent possible, make services available during non-traditional hours to remove barriers, to family participation, CONTRACTOR shall adhere to the following hours of operations:

10.1.1 Service delivery regular hours Monday through Friday from 8 a.m. to 5 p.m.

10.1.2 Service delivery non-traditional hours Monday through Friday 5:01 p.m. to 8 p.m. and Saturday or Sunday 9 a.m. to 1:00 p.m.

- 10.2 CONTRACTOR shall obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.
- 10.3 CONTRACTOR shall submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.
- 10.4 CONTRACTOR'S Program Manager or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the daily operation of this Contract, and shall be available during the COUNTY's regular business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to COUNTY inquiries and to discuss problem areas.
- 10.5 CONTRACTOR shall not be required to work on the following COUNTY Holidays, with the exception of those services by CONTRACTOR that are provided to the Emergency Response Command Post::
- New Year's Day (January 1)
 - Martin Luther King's Birthday (Third Monday in January)
 - Presidents Day (Third Monday in February)
 - Memorial Day, (Last Monday in May)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving Day (Fourth Thursday in November)
 - Day after Thanksgiving (Friday after Thanksgiving)
 - Christmas Day (December 25)

11.0 CASE RECORDS

CONTRACTOR shall develop and maintain a written case record for each family receiving Adoption Promotion and Support Services during the Contract term and make them available upon request by COUNTY. Each case record shall include, but not be limited to the following:

- 11.1 The Adoption Promotion and Support Services Referral Service form for DCFS families.
- 11.2 The Intake/Exit Program Referral form (completed by CONTRACTOR and/or Subcontractor).
- 11.3 The case progress notes from the CONTRACTOR and/or Subcontractor documenting the services provided and the family's progress. Case progress notes shall include, at a minimum, the date, time, type of contact,

the persons present, the issues discussed, the family's progress and the signature of the CONTRACTOR's/Subcontractor's staff.

- 11.4 The Adoption Promotion and Support Services Individual Family Service Log for each family, listing each Adoption Promotion and Support service the family received, the name of the agency providing the service, the family's attendance dates, and the service completion or service termination date.
- 11.5 CONTRACTOR shall maintain terminated case records for a minimum of five (5) years after each Contract period. These records shall be made available to the COUNTY upon demand. All records shall be kept in accordance with the Contract, Part II – Standard Terms and Conditions, Section 50.0, Record Retention and Inspection/Audit Settlement.

12.0 COMPUTER AND INFORMATION TECHNOLOGY REQUIREMENTS

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

12.1.1 Basic Computer

- 12.1.1.1 IBM or 100% compatible personal computer with at least Pentium Duo-Core and 1 gigahertz (GHz).
- 12.1.1.2 Gigabytes of memory or more
- 12.1.1.3 Desktop screen resolution of 1024 X 768

12.1.2 Software

- 12.1.2.1 Microsoft Windows XP (32-bit), Windows 7 (32-bit), or a fully compatible system
- 12.1.2.2 Internet Explorer 7/8 or fully compatible internet browser software

12.1.3 Internet Access:

- 12.1.3.1 High Speed internet access (DSL or Cable Modem)
- 12.1.3.2 Establish linkages with the automated Information Technology System (ITS)

- 12.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, when applicable.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Manager

CONTRACTOR's Program Manager is designated in Exhibit K, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Manager.

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit L, 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 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.

2.2.1 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 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

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

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

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 7.0.

7.2 Except as provided in this Section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

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

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

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

7.4.3 The amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

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

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 COMPLAINTS

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

10.2 Within five (5) business days after Contract effective date, CONTRACTOR

shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

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

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

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

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

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

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

11.0 COMPLIANCE WITH APPLICABLE LAWS

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

11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and

regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

11.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

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

11.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 11.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

13.1 Written Employee Jury Service Policy

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

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

copy of the Jury Service Program shall be attached to the agreement.

13.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

13.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 CONDUCT OF PROGRAM

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

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work

hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

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

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

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

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

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

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

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit G, Auditor-Controller Contract Accounting and Administration Handbook.
- 18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which

indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

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

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

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

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

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

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

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

22.0 CONTRACTOR'S WORK

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

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

23.0 COUNTY'S QUALITY ASSURANCE PLAN

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

24.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

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

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

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

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

28.2 Default for Insolvency

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 Other Events of Default

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

29.0 FACSIMILE REPRESENTATIONS

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

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

30.0 FAIR LABOR STANDARDS

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

31.0 FIXED ASSETS

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

32.0 FORCE MAJEURE

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

32.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor

shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

33.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

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

34.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

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

35.0 INDEMNIFICATION

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

36.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

37.0 LIQUIDATED DAMAGES

- 37.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 37.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is agreed upon at such time, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 37.3 The action noted in Sub-section 37.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

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

38.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

39.0 MOST FAVORED PUBLIC ENTITY

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

40.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

40.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

41.0 NON EXCLUSIVITY

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

42.0 NOTICE OF DELAYS

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

43.0 NOTICE OF DISPUTE

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

44.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

45.0 NOTICES

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

46.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

47.0 PROPRIETARY RIGHTS

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

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

48.0 PUBLIC RECORDS ACT

- 48.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 48.0 - Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 48.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to

defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

49.0 PUBLICITY

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

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

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

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

50.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

50.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

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

information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

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

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

51.0 RECYCLED-CONTENT PAPER

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

52.0 SAFELY SURRENDERED BABY LAW

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

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

52.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

53.0 SHRED DOCUMENT

53.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these

documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

- 53.2 Documents for record and retention purposes in accordance with Subsection 50.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

54.0 SUBCONTRACTING

- 54.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 54.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 54.2.1 A description of the work to be performed by the Subcontractor;
 - 54.2.2 A draft copy of the proposed subcontract; and
 - 54.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 54.3 CONTRACTOR shall be limited to sub-contracting a maximum of three of the following services: (1) Therapy; (2) Mentoring; (3) Support groups.
- 54.4 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 54.5 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.
- 54.6 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.

- 54.7 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 54.7.1 The COUNTY Program Manager shall ensure that approved subcontracts include at a minimum, all of the contract components listed on Exhibit .
- 54.8 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 54.8.1 An executed Exhibit D, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 54.8.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I – Unique Terms and Conditions, Section 5.0, Insurance Coverage requirements, of this Contract, and
- 54.8.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 54.9 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 54.10 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 54.11 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.
- 54.12 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other

compensation for any Subcontractors or their officers, employees and agents.

55.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

55.1.1 CONTRACTOR has materially breached this Contract;

55.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

55.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

55.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 53.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

55.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor,

and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 55.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 55.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 55.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 55.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 55.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 55.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Standard terms and Conditions, Section 35.0 - Indemnification.
- 55.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56.0 TERMINATION FOR CONVENIENCE

- 56.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- 56.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 56.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 56.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 56.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

57.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

58.0 TERMINATION FOR INSOLVENCY

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

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

58.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

58.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

58.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

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

59.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

60.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

61.0 TIME OFF FOR VOTING

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

62.0 USE OF FUNDS

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

63.0 VALIDITY

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

64.0 WAIVER

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

65.0 WARRANTY AGAINST CONTINGENT FEES

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

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

66.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

XXXXX
Name of Agency

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

XXXXX
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

By _____
David Beudet, Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

ADOPTION PROMOTION AND SUPPORT SERVICES

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SECTION A - PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's 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 community and contracting partners.

SECTION B – PROJECT FOUNDATION

1.0 PURPOSE

The Adoption Promotion and Support Services program is funded by the Promoting Safe and Stable Families (PSSF) program and is part of a continuum of care consistent with the DCFS Shared Core Practice Model, Exhibit 9, which ensures that the physical, emotional, social and educational needs of children are met in a safe and nurturing environment. DCFS and PROBATION partner with community-based contractors to provide adoption-focused specialized services when adoption is in the best interest of the child or non-minor dependent.

- 1.1 The objectives and delivery of the Adoption Promotion and Support Services program shall be designed to encourage, expedite and maintain children and non-minor dependents in care through Los Angeles County DCFS in safe, loving adoptive homes. Services consist of therapy, mentors, support groups, case management and linkages to services not directly provided by the contractor's program.

2.0 COUNTY PROGRAM MANAGEMENT

The COUNTY shall provide a Program Manager to coordinate the delivery of the services of this Contract with the CONTRACTOR's Program Manager (Con-PM).

- 2.1 The CPM (CPM) or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 2.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS and Probation policy, information and procedural requirements.
- 2.3 The CPM, responsible for daily management of Contract operation and overseeing monitoring activities, is identified in Exhibit J.
- 2.4 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 this Contract.
- 2.5 CONTRACTOR shall attend a mandatory orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time, and location of the orientation.

3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 3.1 As required in Part II, Section 1.0, Contractor's Administration, CONTRACTOR shall designate a Program Manager responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The Con-PM is identified in Exhibit I.
- 3.2 The Con-PM shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract, and shall coordinate with the CPM on a regular basis.
- 3.3 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 3.4 CONTRACTOR shall not schedule or conduct any meetings or Negotiations under this Contract on behalf of the COUNTY or DCFS or Probation.
- 3.5 CONTRACTOR shall request approval from the CPM in writing of any change(s) in CONTRACTOR's key personnel at least three (3) business days before proposed change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occur as a result of the change in personnel.

- 3.6 CONTRACTOR shall hold supervision reviews at least once every two weeks or more frequently, as needed with all professional staff, paraprofessional staff, interns, and all other staff that provide program services which involve direct client contact under this contract, with the exception of mentors and volunteers who may be supervised on a monthly basis. Copies of sign in logs, agendas and any other supervision materials shall be made available to the CPM upon request. Supervision reviews may be held individually or as a group.
- 3.7 CONTRACTOR shall maintain documentation in the personnel files of all Professional and Paraprofessional Staff, Mentors interns, and volunteers of its staff:
 - 3.7.1 All training hours and topics;
 - 3.7.2 Copies of resumes, degrees and professional licenses; and
 - 3.7.3 Criminal clearances and background checks.

4.0 TARGET POPULATIONS

Adoption Promotion and Support Services targets the following demographic:

- 4.1 Children (under 18 years) or non-minor dependents with an alternative permanent plan of adoption for whom adoption recruitment efforts are underway.
- 4.2 Children or non-minor dependents in a planned permanent living arrangement that could benefit from a more permanent plan of adoption.
- 4.3 Children or non-minor dependents who are hesitant about being adopted.
- 4.4 Families involved in the DCFS/Probation adoption process, including pre-adoption activities, participation in partnering in Safety and Permanence – Model Approach for Partnership in Parenting (PS-MAPP) and the adoption home study.
- 4.5 Children or non-minor dependents and families in need of support and services before, and after adoption finalization.
- 4.6 Families in need of support services due to risk of adoption disruption after adoption finalization.
- 4.7 Families adopting a sibling group.

5.0 STAFF REQUIREMENTS, TRAINING, and RETENTION

5.1 Staff Requirements

CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been completed for all CONTRACTOR's staff and volunteers as well as all Subcontractors' staff, prior to beginning and continuing work under any resulting Contract (see section 8.17, Criminal Clearances, of Sample Contract). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR and Subcontractors.

- 5.1.1 CONTRACTOR's personnel, as well as all Subcontractor staff who are performing services under this Contract, shall be able to read, write, speak, and understand English in order to conduct business with COUNTY.
- 5.1.2 CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served. County shall submit a corrective action plan if provider does not have a bilingual case worker for longer than four months.
- 5.1.3 CONTRACTOR shall ensure all professional and paraprofessional, mentors and staff and volunteers providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community CONTRACTOR proposes to provide services.
- 5.1.4 CONTRACTOR must maintain copies of current driver's licenses, including current copies of proof of auto insurance for staff providing transportation on an as-needed basis to clients, for as long as staff is employed by CONTRACTOR.
- 5.1.5 CONTRACTOR must maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all CONTRACTOR's staff providing transportation on an as-needed basis to clients under this Contract, for as long as staff is employed by CONTRACTOR. Reports shall be available to the CPM on request.
- 5.1.6 CONTRACTOR shall be responsible for securing and maintaining staff who meet the minimum qualifications below and who possess sufficient experience and expertise required to provide services required in this SOW. CONTRACTOR shall obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.

- 5.1.7 Professional Staff: Professional staff shall have, at minimum, a Bachelor's Degree in Social work, Psychology, Marriage and Family Counseling or a closely related field.
- 5.1.8 Paraprofessional Staff: There are no minimum degree requirements for paraprofessional staff, however, CONTRACTOR shall ensure that all paraprofessional staff possess the expertise and experience necessary to provide direct client services as required in this SOW.
- 5.1.9 Program Manager: The Program Manager shall have, at minimum, a Bachelor's degree from an accredited school in a social science or a closely related field and two years full-time management experience in a social service agency.
- 5.1.10 Clinical Director: The Clinical Director shall be one of the following: (1) a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences; (2) a Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or (3) a licensed Psychologist with a current license from the California Board of Psychology; or an equivalent license recognized by the California Board of Behavioral Science Examiners.
- 5.1.11 APSS Professional Therapist Staff who provides therapy to families and children must possess, at minimum, a Master's Degree in social work, psychology, marriage and family counseling or a closely related field. Non-licensed Professional Therapy Staff must be registered with the Board of Behavioral Sciences gaining hours for licensure as an LMFT/LCSW or equivalent license. Professional Therapist Staff shall have a minimum of two (2) years of adoption experience, including, but not limited to, an awareness of the developmental process of adoption and training in adoption therapy strategies and techniques including the Seven Core Issues of Adoption.
- 5.1.12 APSS Supervising Therapist shall be currently licensed as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or Licensed Clinical Psychologist, or an equivalent license recognized by the California Board of Behavioral Science Examiners with a minimum of five (5) years adoption experience.

5.2 Staff Training

CONTRACTOR shall train all professional and paraprofessional staff, and interns providing program services within sixty (60) business days from their start date. CONTRACTOR shall train all mentors, volunteers and part-time staff providing program services within ninety (90) business days from their start date. This training shall consist of a minimum of forty (40) hours.

This training to include, but not be limited to: (1) identifying child safety issues; (2) instructing staff and volunteers in mandated reporting requirements; (3) working with families affected by abuse and neglect; (4) learning methods of identifying and building family strengths; (5) the Seven Core Issues of Adoption (6) the Strengthening Families: Protective Factors Framework (7) the DCFS Shared Core Practice Model; (8) helping parents build on their own skills and confidence; (9) promoting positive parent-child and family interaction; (10) learning record keeping procedures and accurate completion of the Family Functioning Assessment Tool if in use by APSS; (11) linking families to community services and resources and (12) issues of cultural competency, disparity and disproportionality.

5.2.1 CONTRACTOR shall ensure all professionals, paraprofessional, interns staff, volunteers, and subcontractors' staff providing program services receives regular, ongoing in-service training and supervision. CONTRACTOR's staff shall receive a minimum of eight (8) hours of training each quarter or 32 hours per fiscal year of the Contract term. APSS professionals, paraprofessional staff, interns and volunteers who have worked in an adoption agency for two years or more would qualify for a reduction to 16 hours of training per fiscal year. CONTRACTOR shall hold supervision reviews at least once every two weeks or more frequently, as needed with all professional staff, paraprofessional staff, and interns. CONTRACTOR shall hold monthly supervision reviews with all mentors and volunteers.

5.3 Staff Record Retention

CONTRACTOR shall maintain documentation in the personnel files of all professional, and paraprofessional staff, mentors, interns, and volunteers of its staff: (1) all training hours and topics; (2) copies of resumes, degrees, and professional licenses; and (3) current criminal clearances and background checks for five years after the employee or volunteer has ceased employment with the CONTRACTOR.

5.4 Staff Reports

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

SECTION C – SERVICE DESCRIPTION

6.0 SCOPE OF WORK

Adoption Promotion and Support Services (APSS) provides services consistent with the DCFS Shared Core Practice Model, Exhibit 9, to children and families either currently or previously involved with DCFS and Probation who are in

various stages of the adoption process. Adoption is promoted when it is in the best interest of the child or non-minor dependent. DCFS contracts with Community-based agencies located within the eight Service Planning Areas (SPA) of Los Angeles County to provide coordinated services. These community based agencies must have adoption expertise and be trained to focus on adoption-related issues.

Services to be rendered under APSS are: APSS Referrals; Case Management Services; Adoption-Focused Therapy (individual, family, and/or group therapy); APSS Mentor Program; Support Groups (for children, non-minor dependents and/or adults); and referrals for Linkage Services that can include, but is not limited to: childcare, health care, mental health, physical and developmental services, regional center services, educational, special education, substitute adult role model, parenting and/or other education programs, income support, transportation services and concrete supports.

Based on the history of APSS referrals DCFS expects an average of approximately 49 yearly referrals for SPA 1; 89 yearly referrals for SPA 2; 89 yearly referrals for SPA 3; 18 yearly referrals for SPA 4; 31 yearly referrals for SPA 5; 68 yearly referrals for SPA 6; 66 yearly referrals for SPA 7; and 76 yearly referrals for SPA 8.

The Five Protective Factors

The five protective factors listed below are the foundation of the Strengthening Families approach. Extensive research support the common-sense notion that when these Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminishes.

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

6.1 Initial Transfer of Records

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

6.2 APSS Services

CONTRACTOR shall take into consideration the family's protective factor needs, and the Seven Core Issues of Adoption. APSS services shall facilitate the development and strengthening of parental protective factors; consistent with the Strengthening Families: Protective Factors Framework and addressing the Seven Core Issues of Adoption.

The Seven Core Issues in Adoption:

- Loss
- Rejection
- Guilt/Shame
- Grief
- Identity
- Intimacy
- Mastery/Control

6.3 Adoption Promotion and Support Services (APSS) Referrals

The CONTRACTOR shall accept referrals on the Adoption Promotion and Support Services Referral (Exhibit 8) from Adoption Promotion and Support Services staff, and other DCFS contracted APSS providers. The Referral Process for APSS is detailed in Exhibit 3 and the Referral Flowchart is in Exhibit 4.

6.3.1 CONTRACTOR shall accept the referral from the CPM or designee regardless of where the family resides within Los Angeles County. Efforts will be made by the CPM or designee to assign referrals based upon the home address however other considerations may take precedence. CPM, or designee, in collaboration with CONTRACTOR, shall determine the appropriateness of referrals, if the CONTRACTOR, after assessing the child or Nonminor Dependent and/or family, regards them as inappropriate for APSS services. The COUNTY reserves the right to make the final decision.

- 6.3.2 CONTRACTOR's receipt of the DCFS and Probation referral from the APSS CPM or designee or from another APSS provider shall constitute an official referral of the child or Nonminor Dependent and/or family to the CONTRACTOR. Proof of referral receipt is by fax stamp or by date /time of email containing referral, or by other electronic mode of transmission of referral.
- 6.3.3 CONTRACTOR must receive written approval from CPM or designee prior to establishing a wait list. Once approved, continuance of a wait list beyond one month is at the discretion of the CPM or designee. In the event a wait list is approved, CPM will consider re-assigning the wait-listed referral(s) to a provider outside the service area. The extension of priority to a family is at the discretion of the CPM.
- 6.3.4 Clients with critical needs wait-listed in excess of ten business days shall be referred to and linked with other COUNTY APSS contractors who do not have a wait list. The COUNTY reserves the right to make the final decision regarding the determination of critical need.
 - 6.3.4.1 CONTRACTOR shall make weekly telephone contact with families on the wait list and consult with APSS CPM or designee on an as-needed basis if the family requests immediate services or if the family's situation destabilizes.
 - 6.3.4.2 Within 30 days of a family's placement on a wait list, CONTRACTOR shall either provide services or refer the family to another APSS provider that does not have a wait list. Such referral shall not be made prior to approvals by the CPM, the CSW, the PAS Worker, and the family; and receipt of the CPM's confirming e-mail.
- 6.3.5 CONTRACTOR shall make contact with the family, case-carrying CSW/Probation Officer or Post Adoption Services (PAS) CSW within two (2) business days of the effective date listed on the referral form. CONTRACTOR shall have initial face-to-face contact with the child or non-minor dependent and/or family within five (5) business days of the effective date listed on the referral form.
- 6.3.6 CONTRACTOR shall immediately notify both the CPM or designee and case carrying CSW or PAS CSW when CONTRACTOR is unable to make contact with the family within two (2) business days of the effective date listed on the referral form, or have initial face-to-face contact within five (5) business days.
- 6.3.7 CONTRACTOR shall notify via email, both the CPM or designee and the case carrying CSW/Probation Officer or PAS CSW within five (5) business days of the refusal of services by a child, non-minor dependent and/or family referred by DCFS or Probation.

- 6.3.8 If CONTRACTOR is unable to make contact with the family within five (5) business days of the effective date on the referral form, CONTRACTOR shall contact the CPM or designee to discuss if the referral should be closed or additional attempts should be made. COUNTY reserves the right to decide the number of additional attempts needed prior to closing the referral.
- 6.3.9 If CONTRACTOR has a protocol which requires speaking with the CSW/Probation Officer prior to speaking with the child, non-minor dependent or family before the initial face-to-face with the child, non-minor dependent or family, the CONTRACTOR shall notify the CPM or designee when the CONTRACTOR is unable to contact the CSW/Probation Officer within 2 business days of the effective date on the referral form. Initial contact with child, non-minor dependent/family shall occur within 5 business days of the effective date of the referral.
- 6.3.10 APSS services of case management, support groups, mentoring and therapy shall be made available in the location which best serves the needs of the child, non-minor dependent and/or family, including within a Probation Camp or a Group Home. The APSS CONTRACTOR will meet with and/or contact the DPO of Record prior to visiting with the Probation child, and the DPO of Record will facilitate entry into the Probation Camp or Group Home and communication with the contact person at the facility.
- 6.3.11 At least one of CONTRACTOR's assigned APSS professional staff (case manager, therapist, mentor, support group staff) shall have face-to-face meetings with the child, non-minor dependent and/or family at a frequency that is appropriate to the needs of the child, non-minor dependent and/or family and situation, but at a minimum of once a month to: (1) continue to provide APSS services according to the ISP (2) review and update the ISP due to changes within the family and changes needed in the supports and services provided; and (3) prepare for transition.
- 6.3.12 For Probation youth, the CONTRACTOR is required to attend at a minimum of one Multi-Disciplinary Team/Team Decision Making Meeting with the group home, therapist, DPO/CSW and Permanency Officer to discuss the case in its entirety. CONTRACTOR shall provide monthly, or as needed, case updates via email and face-to-face with CSW and/or DPO regarding child and family's progress and any changes in services or child and/or family's situation. CONTRACTOR's case carrying staff shall be available for telephone consultation with CSW and/or DPO as needed regarding case concerns.

6.4 Case Management Services

At minimum, Case Managers shall be professional level staff. CONTRACTOR shall obtain the information necessary to determine which CONTRACTOR or Linkages services are needed to address the family's protective factor needs, and the 7 Core Issues of Adoption. This information shall also include: (1) the Adoption Promotion & Support Services Intake/Exit Form (Exhibit 7) identifying information form with all pertinent demographic information; (2) documentation of the consent of caretaker for admission, treatment, evaluation, aftercare or research.

6.4.1 CONTRACTOR shall develop in partnership with the family and consistent with the DCFS Shared Core Practice Model, a written initial service plan consistent with the Strengthening Families: Protective Factors Framework including: (1) documentation of client strengths and needs; (2) measurable goals and objectives related specifically to client strengths and needs; (3) method of achieving goals (i.e., what services will be provided, how will services be provided), and who will provide the services); and (4) a plan of activities to be accomplished with the client.

6.4.1.1 CONTRACTOR will engage family in the case planning process consistent with DCFS Shared Core Practice Model, Exhibit 9, and actively participate as a Child and Family Team member.

6.4.2 CONTRACTOR shall complete the initial service plan within 30 days of the effective date on the referral form. All parties age twelve and above who are participating in the planned services shall sign and date the ISP. Changes to the plan shall be agreed upon by the client and the provider.

6.4.3 Consistent with the DCFS Shared Core Practice Model, every 90 days CONTRACTOR shall review the family's progress toward achieving their service plan and completing the APSS program. Documentation of client progress shall include and document the following: (1) central issues encountered; (2) existing protective factors (3) client response; (4) skills learned and applied by client; (5) progress towards goals; (6) barriers to progress; (7) contacts with or from other agencies; (8) service provider's impressions; (9) reports from other involved professionals. The progress notation shall include date, time and duration of contact, a list of participants, type of service and signature of individual completing the summary.

- 6.4.4 CONTRACTOR shall complete the Cumulative Summary Report (Exhibit 1) and Monthly Summary Report (Exhibit 2) each month and submit electronically to the COUNTY CPM.
- 6.4.5 CONTRACTOR shall establish and maintain a network of COUNTY contracted and non-contracted community partnerships comprised of service providers and resources. CONTRACTOR shall coordinate and collaborate with other Safe Children and Strong Families' CONTRACTORs to facilitate successful client navigation across the service delivery continuum.
- 6.4.5.1 CONTRACTOR shall ensure that the service providers and resources are located in the community the CONTRACTOR serves.
- 6.4.5.2 CONTRACTOR shall provide follow-up services to ensure that all families referred to a linkage service receives the necessary service and/or resource within five (5) business days of the referral date.
- 6.4.5.3 CONTRACTOR shall document all linkage referrals on Exhibit 2, Adoption Promotion and Support Services Monthly Summary Report and on Exhibit 8, Adoption Promotion and Support Services Referral.
- 6.4.5.4 CONTRACTOR shall ensure that families are referred and linked to the agency best able to accommodate the family's needs. All services and attempts to provide services shall be documented in the case record. The COUNTY reserves the right to approve the forms used in this documentation.
- 6.4.5.5 CONTRACTOR shall ensure that recommended linkage services address the identified needs consistent with the DCFS Shared Core Practice Model, Exhibit 9.
- 6.4.5.6 CONTRACTOR shall provide an Adolescent Customer Satisfaction Survey (Exhibit 5) and/or a Parent Customer Satisfaction Survey (Exhibit 6) as appropriate to referred adults and adolescents at case closing. A stamped envelope large enough to hold the surveys and addressed to CPM, Adoption Promotion and Support Services, 425 Shatto Place, 3rd Floor, Los Angeles, CA 90020 shall also be provided to clients to allow for confidential mailing of Customer Satisfaction Surveys.

6.4.6 Reporting Requirements

- 6.4.6.1 CONTRACTOR shall provide special incident reports that document any significant disciplinary action, health and safety issue, rules violation or action involving liability including, but not limited to, the following: (1) treatment complications; (2) accidents or injuries to the client; (3) morbidity (disease or illness); (4) death of client/caregiver; (5) Absent Without Leave (AWOL); and (6) activities that place client at risk of harm or cause unusual pain.
- 6.4.6.2 CONTRACTOR shall submit special incident reports within two (2) business days of CONTRACTOR notification of the incident to the COUNTY Program Manager. Special incident reports should clearly provide recommended services and resources to address the concerns of the special incident. A call to the Child Abuse Hot Line must be evaluated per the mandated reporter requirements.
- 6.4.6.3 CONTRACTOR shall provide service completion/termination summary reports that include: (1) reason for completion/termination; (2) summary of services provided; (3) client progress while under agency care, including skills taught and goals attained or not attained; (4) prognosis and recommendation for further care/treatment; and (5) aftercare plan that provides reasonable assurance of continued care with the participation of the client and family or guardian where indicated.

6.5 Therapy

CONTRACTOR or Sub-contractor shall provide Individual, Family and Group Therapy according to the needs of the child, non-minor dependent with the ultimate goal of the child, non-minor dependent being adopted or to remain safely in adoptive home. If therapy is not provided weekly, the rationale shall be documented in the case record and discussed with the case carrying CSW/Probation Officer, Post Adoptions Service (PAS) CSW or CPM or designee.

CONTRACTOR, or Sub-contractor of mental health services, shall be a Medi-Cal provider and be ready to provide Medi-Cal eligible services to clients eligible to receive therapy services under APSS. Other funding sources may be utilized to provide therapy for adults and/or children or

non-minor dependents who are not eligible to receive therapy because they do not meet Medi-Cal qualifications; or for children, non-minor dependents or adults who need therapeutic services in addition to those services reimbursable through Medi-Cal. Case issues can also be addressed using other APSS services, such as mentoring and support groups.

6.5.1 Individual Therapy

Therapy shall be provided at the maximum amount reimbursable by Medi-Cal or if other funding sources are being utilized at the maximum levels depending on the needs of the client.

6.5.2 Family Therapy

CONTRACTOR shall provide family therapy to those families who are either matched with a child, non-minor dependent or have a child or non-minor dependent placed in their home.

6.5.2.1 Family and group therapy shall not supplant individual therapy, but shall be a supplemental service unless clinically indicated. The clinical rationale must be documented in the case record and discussed with the case carrying CSW/Probation Officer, Post Adoptions Service (PAS) CSW, or CPM or designee.

6.5.2.2 CONTRACTOR shall address clinical issues in individual, group and family therapy that includes but is not limited to the 7 Core Issues of Adoption.

6.5.2.3 CONTRACTOR shall assist child(ren) or non-minor dependents hesitant about adoption in exploring and resolving therapeutic issues including but not limited to past losses rejections and disappointments so that these issues do not impact their potential for a permanent adoptive home.

6.5.3 Group Therapy

CONTRACTOR shall provide group therapy to referred children or non-minor dependents when clinically indicated.

6.5.3.1 CONTRACTOR shall offer group therapy sessions at a minimum every other week, but it is preferable that they be offered on a weekly basis.

6.5.3.2 CONTRACTOR shall offer an alternate day and alternate group when group membership reaches eight (8) children or non-minor dependents.

6.5.3.3 CONTRACTOR shall have therapists available to mentors for consultation. If a child, non-minor dependent or family is currently receiving therapy, the therapist should be consulted whenever possible before referral to a support group or mentor program.

6.6 APSS Mentor Program

CONTRACTOR shall provide mentors who may be adoptive parents, including kin and foster/adoptive parents, adoptees who are now adults, and former foster children who resided in foster care for at least three years. Support can include providing insight into the adoption process, sharing personal experiences, referral by the assigned case manager to community resources, and assistance throughout the adoption process. Mentors shall reflect the cultural, ethnic and demographic population served by the CONTRACTOR.

- 6.6.1 CONTRACTOR shall recruit mentors and provide ongoing training for mentors.
- 6.6.2 CONTRACTOR shall provide access to the professional therapists for consultation.
- 6.6.3 CONTRACTOR shall publicize the APSS Mentor Program in the SPA the CONTRACTOR serves.
- 6.6.4 CONTRACTOR shall convene monthly mentor meetings, commencing the second month of the contract term, to provide support, to create opportunities for training and to provide an opportunity to learn from the experiences of the other mentors.
- 6.6.5 In fulfilling the duties prescribed under the APSS Mentor Program, Mentors shall:
- 6.6.6 Mentor parents, non-minor dependents and children involved at any point with the COUNTY adoption process, or who are a prior finalized adoption through the COUNTY.
- 6.6.7 Mentor children or non-minor dependents with an alternate permanent plan of adoption for whom recruitment efforts are underway, and children or non-minor dependents in a planned permanent living arrangement who could benefit from a more permanent plan of adoption.
- 6.6.8 Discuss adoptions with children or non-minor dependent who may be hesitant about adoptions.
- 6.6.9 Meet face-to-face with clients at least once every three months.

6.7 Support Groups

CONTRACTOR shall provide Support Groups in English. Groups shall be provided in Spanish whenever there are at least four clients who state their preference for a Spanish-speaking group. Support groups shall be provided for: (1) prospective and adoptive parents (including kin-adopt parents); (2) children or non-minor dependents (including children or non-minor dependents who have an alternate permanent plan of adoption) to discuss concerns, issues, frustrations, experiences, and successes related to adoption as well as everyday family life and child rearing.

6.7.1 CONTRACTOR shall give priority to families with older children and sibling sets that are in the early stages of adjusting to adoptive placement or are waiting for adoption finalization.

6.7.2 CONTRACTOR shall offer support groups at a minimum once monthly.

6.8 Training Workshops

APSS CONTRACTORS shall offer on a quarterly basis every year, a minimum of one adoption-focused training workshop to community professionals.

6.9 Quality Service Review (QSR)

CONTRACTOR shall fully cooperate with and participate in both the development and implementation of any proposed QSR. The COUNTY's Program Manager will review and have the final approval authority over the QSR component and its implementation process.

6.10 Quality Assurance Plan

Tracking and Adapting are critical components of the DCFS Shared Core Practice Model, Exhibit 9. Consistent with the DCFS Shared Core Practice Model, the CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to ensure compliance with the requirements of the contract.

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

6.10.1.1 The QAP shall include a description of how the CONTRACTOR's service delivery model components align with the Strengthening Families: Protective Factors Framework.

6.10.1.2 The QAP shall include a description of how the Strengthening Families: Protective Factors Framework will be measured.

6.10.1.3 The QAP shall include a description of how the CONTRACTOR's service delivery model will align with the DCFS Shared Core Practice Model, which includes engaging, teaming, assessment and understanding, planning and intervening, and tracking and adapting.

6.10.2 The original QAP and any revisions thereto shall include, but not be limited to, the following:

6.10.2.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

6.10.2.2 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

6.10.2.3 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.

6.10.3 The QAP will be reviewed annually by CONTRACTOR and COUNTY CPM and revised, if needed.

6.11 Quality Assurance Monitoring

The CPM, or designee, will monitor and evaluate CONTRACTOR's performance under this contract. All monitoring will be conducted in accordance with Part II, Standard Terms and Conditions, Section 23.0 - COUNTY's Quality Assurance Plan, of the Contract.

6.11.1 CONTRACTOR will be subject to a program review by the COUNTY, at a minimum of once per year, for the period of the contract.

6.11.2 If CONTRACTOR performance requirements are not met, the COUNTY CPM may call CONTRACTOR, and/or send CONTRACTOR a User Complaint Report (UCR), referenced in the contract as Exhibit L. CONTRACTOR shall respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the CPM.

6.11.2.1 CONTRACTOR shall submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the technical review, including billing deficiencies, within forty-five (45) calendar days of the receipt of the Technical Review Findings.

7.0 TRANSFER OF RECORDS

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

8.0 PERFORMANCE OUTCOME SUMMARY

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

Safe Children and Strong Families (SCSF)
SECTION D – Performance Outcome Summary
ADOPTION PROMOTION and SUPPORT SERVICES

SERVICE CATEGORY TARGET GROUP			
Children and families either currently or previously involved with Los Angeles County DCFS and Probation who are in various stages of the adoption process. Hesitant children who could benefit from a plan of adoption.			
DCFS OUTCOME	OUTCOME PERFORMANCE INDICATOR	PERFORMANCE TARGET	MONITORING METHODS
<p>Goal: PERMANENCY</p> <p><i>Reduction in the number of children remaining in care.</i></p> <p><i>Increase in the number of children in permanent adoptive homes.</i></p>	1. CONTRACTOR shall document efforts to contact family within two business days of the effective date of the referral.	1. 100% adherence to County requirements as stated in this contract.	<p>Web-based Data System.</p> <p>Monthly and Annual Reports.</p> <p>Ad Hoc Reports as Requested by CPM.</p> <p>On-Site Technical Reviews by Program Monitors.</p> <p>Client Satisfaction Surveys (Exhibits 5 and 6)</p>
	2. CONTRACTOR shall document efforts to meet face-to-face with family to provide services within five business days of the effective date of the referral.	2. 100% adherence to County requirements as stated in this contract.	
	3. CONTRACTOR shall contact family within two business days and complete initial home visit within five business days of the effective date of the referral.	3. 90% adherence to County requirements as stated in this contract.	
	4. CONTRACTOR shall complete an individualized service plan that is inclusive of the strengths and needs assessment and protective factors framework with signatures of all participants.	4. 100% adherence to County requirements as stated in this contract.	
	5. CONTRACTOR shall complete individualized service plan within 30 days of the effective date of the referral.	5. 90% adherence to County requirements as stated in this contract.	
	6. CONTRACTOR shall provide services to all clients as specified in their case plan.	6. 100% adherence to County requirements as stated in this contract.	
	7. At three month intervals, CONTRACTOR shall conduct ongoing reviews and documentation of the client's progress toward achieving goals as identified in case plan.	7. 100% adherence to County requirements as stated in this contract.	
	8. CONTRACTOR will offer Medi-Cal eligible mental health services as specified in the client's case plan.	8. 100% adherence to County requirements as stated in this contract.	
	9. APSS services shall facilitate the development and strengthening of parental protective factors; consistent with the DCFS Shared Core Practice Model, the Strengthening Families: Protective Factors Framework	9. 100% adherence to County requirements as stated in this contract.	

	<p>and addressing the Seven Core Issues of Adoption.</p> <p>10. Mentors shall meet face to face with clients at least once every three months.</p> <p>11. CONTRACTOR shall provide a minimum of one adoption-focused training workshop per quarter to community partners.</p> <p>12. CONTRACTOR shall submit required reports within the SOW timeframes or as requested by CPM.</p> <p>13. CONTRACTOR shall refer clients to appropriate linkage services and follow up within five business days to ensure linkage occurred.</p> <p>14. CONTRACTOR shall attend Provider meetings on a monthly basis or as scheduled by the CPM.</p> <p>15. CONTRACTOR program staff shall be trained on issues of cultural competency and disparity and disproportionality.</p> <p>16. Of the families that have received APSS services, the percentage of dissolutions of adoptive placement or finalized adoptive home.</p> <p>17. Of the families that have received and/or completed APSS services, the percentage of children who were stabilized or made progress toward the goal of a permanent adoptive home.</p>	<p>10. 100% adherence to County requirements as stated in this contract.</p> <p>11. 100% adherence to County requirements as stated in this contract.</p> <p>12. 100% adherence to County requirements as stated in this contract.</p> <p>13. 100% adherence to County requirements as stated in this contract.</p> <p>14. 95% adherence to County requirements as stated in this contract.</p> <p>15. 100% adherence to County requirements as stated in this contract.</p> <p>16. Shall not exceed a maximum of 10%.</p> <p>17. Shall meet a minimum of 70%.</p>	
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CONTRACTOR shall cooperate with COUNTY in the collection of data related to the identification of families receiving Adoption Promotion and Support Services and establishing baseline data.

LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

Exhibit 1	APSS Cumulative Summary Report
Exhibit 2	APSS Monthly Summary Report
Exhibit 3	APSS Referral Process
Exhibit 4	Referral Flowchart
Exhibit 5	Adolescent Customer Satisfaction Survey
Exhibit 6	Parent Customer Satisfaction Survey
Exhibit 7	Adoption Promotional and Support Services Intake/Exit Form
Exhibit 8	Adoption Promotion and Support Services Referral
Exhibit 9	DCFS Shared Core Practice Model

**ADOPTION PROMOTION and SUPPORT SERVICES
MONTHLY SUMMARY REPORT**

Agency: _____
Report Month: _____

SPA: _____

Please attach an additional page to provide any relevant details to questions 1,2, or 3.

Check One	
Yes	No

1. Were there any administrative or staff changes during the report month?
2. Did staff participate in any training during the report month?
3. Are program services/components on target, with respect to delivery, participants or costs?
- 3a. If no, please explain reasons for not meeting targets with respect to delivery, participants or costs on an addtl pg

Total number of Referrals for the Month?	
Total number of Individuals served from New Referrals?	

	Monthly Dollar Cost	# of Adults Served	# of Teens Served	# of Children Served	# Disabled Children	# Disabled Teens	Total
Therapy							
Individual							
Group							
Family							
Support Groups							
Mentoring							
Case Management							
Linkage							
Child Care Serv.							
Health Care Serv.							
Mental Health Serv.							
Physical and Deve							
Regional Center							
Educational Serv.							
Special Education							
Subst. Adult Role							
Parenting/Other Educa							
Income Support							
Transportation							
Concrete Supports							
Other							

*Families consist of one or more individuals (i.e. an adult, teen, or child).

**ADOPTION PROMOTION AND SUPPORT SERVICES
REFERRAL PROCESS**

Step 1

If a child, Nonminor Dependent and/or family is experiencing problems, having concerns or requesting assistance in dealing with issues related to adoption, APSS may be requested by a Children's Social Worker to address them. Participation by children, non-minor dependents and families is voluntary.

Step 2

Referrals are made by a Regional, Adoptions, or Post Adoptions Children's Social Worker. They are made on behalf of a child under 18 years of age or a Nonminor Dependent who are or once were under Juvenile Court supervision, in need of adoption specific services. The completed referral form, found on DCFS' intranet site, LA Kids, is sent to the APSS County Program Manager (CPM).

Step 3

The referral is reviewed and once accepted, is sent from the CPM to the appropriate agency as determined by CPM.

Step 4

Providers make contact with the family within two business days of receiving the referral from the CPM. Face to Face contact is made with the child, Nonminor Dependent and/or family within five business days of the referral assignment.

Step 5

An Initial Service Plan (ISP) is completed within 30 days of the assignment. The ISP lists measurable goals and objectives related specifically to client's strengths and needs, and identifies what services will be provided and who will provide the services. The services may include: individual, group or family therapy, mentors and support groups for children, non-minor dependents and/or adults; case management; and referrals for linkage services.

Step 6

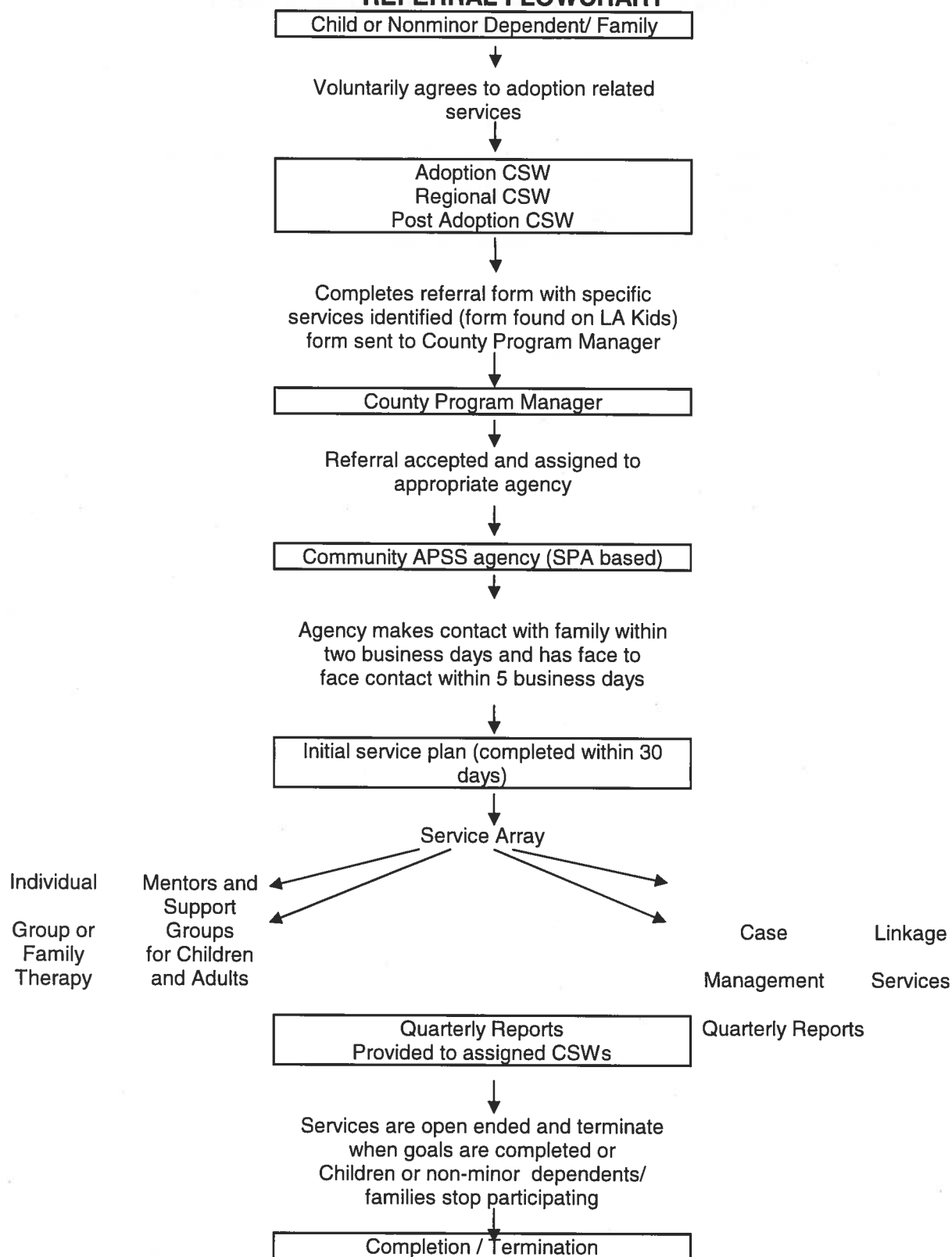
The APSS provider's quarterly reports include what services were offered to client, the appropriateness and effectiveness of the services provided, a review of the intake, and an assessment service plan and progress. Services are open-ended and terminate when family stops participating or goals are achieved.

**ADOPTION PROMOTION AND SUPPORT SERVICES
REFERRAL PROCESS**

Step 7

Upon termination, an Intake/Exit summary report (Exhibit 7) is created by the APSS provider. The report includes the reason for completion/termination, the summary of services provided, the client's progress including skills taught, goals attained or not attained, progress and recommendation for future treatment, and an after care plan.

ADOPTION PROMOTION AND SUPPORT SERVICE REFERRAL FLOWCHART



Adoption Promotion & Support Services Adolescent Customer Satisfaction Survey

The Department of Children and Family Services would like to know how satisfied adolescents are with the services provided by _____. Please take a few minutes to answer the following questions. The information from this survey will be kept confidential and will only be used to improve the quality of services provided to other adolescents.

Part 1. Instructions: From the list below mark ALL that apply

Ethnicity:

African American Asian/Pacific Islander Caucasian Hispanic/Latino Native American/Alaskan Native
Other

Adoption History: Matched with Family Placed in Adoptive Home Adoption Papers Signed
Adoption Finalized Adopted by Relative Adopted with Siblings

Part 1. Instructions: From the list below mark all the services that you have received.

Individual Therapy Family Therapy Group Therapy Support Group Mentoring Other _____

How many months have you been receiving services? _____

Part 2. Instructions: Please read the following attributes and rate your level of satisfaction with the services you received

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
1. The accessibility of the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The helpfulness/friendliness of the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The information provided to you by the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The responsiveness of the agency representative to any questions.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The timeliness in receiving services.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Generally, how satisfied are you with the services received.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 3. Instructions: Please read the following questions and answer them as honestly as possible.

7. Would you recommend this agency to other adolescents?.....Yes No

Why/Why Not? _____

Promoción de Adopción y Servicios de Apoyo
Encuesta de Satisfacción para Clientes Adolescentes

El Departamento Servicios Familiares y de Niños quisiera saber que satisfechos están los adolescentes con los servicios proveídos por _____. Favor de tomar unos minutos para contestar las siguientes preguntas. La información de esta encuesta se mantendrá confidencial y solo será utilizada para mejorar la calidad de los servicios proveído a otros adolescentes.

Parte 1. Instrucciones: Marque *TODO* el que aplica usando la lista abajo...

Etnicidad:

Afro-Americano Asiático/Isleño Pacifico Caucásico Hispano/Latino Indio Americano/Nativo de Alaska Otro

Historia de Adopción:

Emparejado con una familia Colocado en Hogar adoptivo Documentos de adopción firmados Adopción Finalizada Adoptado por parientes Adoptado con hermanos/as

Parte 1. Instrucciones: De la lista abajo, marque todos los servicios que ha recibido...

Terapia Individual Terapia Familiar Terapia en Grupo Grupo de Apoyo Servicios con un Mentor Otro

¿Por cuantos meses ha estado recibiendo servicios usted?: _____

Parte 2. Instrucciones: Favor de leer los siguientes atributos y clasifique el nivel de satisfacción con los servicios que usted recibió.

	Muy Satisfecho	Satisfecho	Neutral	Insatisfecho	muy insatisfecho
1. La accesibilidad del representante de la agencia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. La amabilidad y lo servicial que fue el representante de la agencia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. La información que le proveyó el representante de la agencia..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. El interés del representante de la agencia sobre sus preguntas.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. La puntualidad en recibir servicios.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. El general, ¿que tan satisfecho estuvo usted con los servicios que recibió?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Parte 3. Instrucciones: Favor de leer las siguientes preguntas y contéstelas lo mas honesto posible.

7. ¿Recomendaría usted esta agencia a otros adolescentes?..... Si No
¿Por qué si/¿Por qué no? _____

Adoption Promotion & Support Services Parent Customer Satisfaction Survey

The Department of Children and Family Services would like to know how satisfied care providers are with the services provided by _____. Please take a few minutes to answer the following questions. The information from this survey will be kept confidential and will only be used to improve the quality of services provided to other care providers.

Part 1. Instructions: From the list below mark ALL that apply

Ethnicity:

African American Asian/Pacific Islander Caucasian Hispanic/Latino Native American/Alaskan Native Other

Head of Household: Single Female Parent Single Male Parent Couple

Adoption History: Currently in PS-MAPP Homestudy Completed Matched with Child Child in Home
Adoption Papers Signed Adoption Finalized Adopting Relative Adopting Siblings Previously Adopted

Part 1. Instructions: From the list below mark all the services that you have received.

Individual Therapy Family Therapy Group Therapy Support Group Mentoring Other _____

How many months have you been receiving services? _____

Part 2. Instructions: Please read the following attributes and rate your level of satisfaction with the services you received

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
1. The accessibility of the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The helpfulness/friendliness of the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The information provided to you by the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The responsiveness of the agency representative to any questions.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The timeliness in receiving services.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Generally, how satisfied are you with the services received.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 3. Instructions: Please read the following questions and answer them as honestly as possible.

7. Would you recommend this agency to others?.....Yes No

Why/Why Not? _____

8. In the space below, please let us know what we can do to better support you.

9. Would you be interested in discussing your experience with a DCFS representative? Yes No

If yes, please provide us with the following contact information so that a DCFS representative may contact you.

Full Name (First and Last)	Telephone No.	Time when you can be reached
----------------------------	---------------	------------------------------

10. Any other comments?

Promoción de Adopción y Servicios de Apoyo
Encuesta de Satisfacción

El Departamento Servicios Familiares y de Niños quisiera saber que satisfechos están los proveedores de cuidado con los servicios proveídos por _____. Favor de tomar unos minutos para contestar las siguientes preguntas. La información de esta encuesta se mantendrá confidencial y solo será utilizada para mejorar la calidad de los servicios proveído a otros adolescentes.

Parte 1. Instrucciones: Marque *TODO* el que aplica usando la lista abajo...

Etnicidad:

- Afro-Americano Asiático/Isleño Pacifico Caucásico Hispano/Latino Indio Americano/Nativo de Alaska Otro

Cabeza del Hogar: Madre Soltera Padre soltero Pareja

Historia de Adopción:

- Actualmente en Preparación y Selección en Grupo de Familias de Crianza y/o Adopción Estudio del Hogar Completado Emparejado con un niño Niño en el hogar Documentos de adopción firmados
- Adoptado finalizada Adoptando a un familiar Adoptando hermanos/as Adoptado anteriormente

Parte 1. Instrucciones: De la lista abajo, marque todos los servicios que ha recibido...

- Terapia Individual Terapia Familiar Terapia en Grupo Grupo de Apoyo Servicios con un Mentor Otro

¿Por cuantos meses ha estado recibiendo servicios usted?: _____

Parte 2. Instrucciones: Favor de leer los siguientes atributos y clasifique el nivel de satisfacción con los servicios que usted recibió.

	Muy Satisfecho	Satisfecho	Neutral	Insatisfecho	muy insatisfecho
11 La accesibilidad del representante de la agencia..... La amabilidad y lo servicial que fue el representante de la agencia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 La información que le proveyó el representante de la agencia.. El interés del representante de la agencia sobre sus preguntas.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 La puntualidad en recibir servicios..... El general, ¿que tan satisfecho estuvo usted con los servicios que recibió?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Parte 3. Instrucciones: Favor de leer las siguientes preguntas y contéstelas lo mas honesto posible.

17 ¿Recomendaría usted esta agencia a otros?..... Si No

¿Por qué si/¿Por qué no? _____

18. En espacio abajo, por favor déjenos saber que podríamos hacer para mejor apoyarlos como padres adoptivos.

¿Estaría usted interesado en discutir su experiencia con un representante del Departamento
19. de Servicios para Niños y Familias (DCFS)?..... Si No

Si le gustaría, favor de proporcionarlos la siguiente información para que el representante de DCFS se pueda comunicar con usted.

Nombre completo (primer y apellido)	Numero de teléfono	Hora mas conveniente para usted
-------------------------------------	--------------------	---------------------------------

20. ¿Algún otro comentario?

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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EXHIBIT 7 Page 1 of 7

ADOPTION PROMOTION & SUPPORT SERVICES INTAKE/EXIT FORM

Form should be initiated at time of intake by agency staff and completed at time of discharge/termination. If family/child is referred to another APSS provider located in another SPA this form should be faxed to the receiving provider and DCFS Referral Liaison. Receiving APSS provider should initiate a new Intake/Exit form and keep original on file.

Section A. Agency Information

Agency Name:	Initial Contact with CSW:
SPA:	Initial Contact with Client:
	Intake Date:
Was intake completed in 5 business days?	If no, why? (Use Reason Code)
	1—Family Schedule 4—CSW did not return 2—Agency Waitlist phone call 3—Case Manager Schedule 5—Other (specify)
Completed by:	Telephone #:
Referral Made By: <input type="checkbox"/> DCFS <input type="checkbox"/> Other APSS Agency	Name of Transferring Agency (if applicable):

Section B. Adult Information

Parent/Applicant 1:	DOB:
Name:	
Address:	
Phone #:	
Email address:	
Language (list all, starting with primary):	
a) Ethnicity:	<input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____
b) Marital Status:	<input type="checkbox"/> Single-Never Married <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Cohabiting <input type="checkbox"/> Widowed <input type="checkbox"/> Unknown
c) Indicate highest completed:	<input type="checkbox"/> Elementary School (Grades 1-8) <input type="checkbox"/> GED <input type="checkbox"/> High School <input type="checkbox"/> Some College <input type="checkbox"/> College Degree <input type="checkbox"/> Graduate Degree <input type="checkbox"/> Vocational School
Parent/Applicant 2:	DOB:
Name:	
Address (if different from above):	
Phone #: (if different from above):	
Email address: (if different):	
Language (list all, starting with primary):	
a) Ethnicity:	<input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____
b) Marital Status:	<input type="checkbox"/> Single-Never Married <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Cohabiting <input type="checkbox"/> Widowed <input type="checkbox"/> Unknown
c) Indicate highest completed:	<input type="checkbox"/> Elementary School (Grades 1-8) <input type="checkbox"/> GED <input type="checkbox"/> High School <input type="checkbox"/> Some College <input type="checkbox"/> College Degree <input type="checkbox"/> Graduate Degree <input type="checkbox"/> Vocational School

Section C. Household Income. Complete both (a) and (b).

a) Source(s); check all that apply:	<input type="checkbox"/> Full-time employment <input type="checkbox"/> TANF <input type="checkbox"/> SSI-Supplemental Security Income <input type="checkbox"/> Private Disability Insurance <input type="checkbox"/> VA – Veteran’s Administration <input type="checkbox"/> Other. Describe:	<input type="checkbox"/> Part-time employment <input type="checkbox"/> Child Support <input type="checkbox"/> SS-Social Security Benefits <input type="checkbox"/> AAP-Adoption Assistance Payment <input type="checkbox"/> Foster Care Payments	b) Estimated Monthly income from all sources that support household (check only one): <input type="checkbox"/> Less than \$700 per month <input type="checkbox"/> \$1,000 - \$1,999 <input type="checkbox"/> \$2,000 - \$2,999 <input type="checkbox"/> \$3,000 - \$3,999 <input type="checkbox"/> \$4,000 or more
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ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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Section D. Referred Child(ren) Information – Add more pages as needed

Child 1

State ID #:		Last, First Name:		DOB:	Gender:	
Type of Placement: <input type="checkbox"/> Foster only, relative/NREFM <input type="checkbox"/> Foster only, State Licensed <input type="checkbox"/> Foster Only, FFA <input type="checkbox"/> Prospective Adoptive, State Licensed <input type="checkbox"/> Prospective Adoptive Family, FFA <input type="checkbox"/> Relative/NREFM <input type="checkbox"/> Finalized Home <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Group Home <input type="checkbox"/> Residential Treatment Facility <input type="checkbox"/> Probation Camp <input type="checkbox"/> THP Plus <input type="checkbox"/> SILP						
Address (if different from Adult Information):						
Phone # (If different from Adult Information):						
Email address (if applicable):						
Language (list all, starting with primary):						
Ethnicity: <input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____						
Sibling Information: Does the child have birth siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No Is child placed with siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, is sibling: <input type="checkbox"/> Under DCFS supervision <input type="checkbox"/> adopted <input type="checkbox"/> visiting <input type="checkbox"/> Unknown						
Education Information:		Grade: _____	IEP on File? <input type="checkbox"/> Yes <input type="checkbox"/> No	Receiving Special Education Services? <input type="checkbox"/> Yes <input type="checkbox"/> No	If NO, would child benefit from SE? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mental Health Information:		Medi-Cal number: _____				
		Is child in Therapy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name of therapist and phone number: _____		
		DSM Diagnosis: _____				
		Psychotropic Medication? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name and dosage of medication: _____		

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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Child 2

State ID #:		Last, First Name:		DOB:	Gender:
Type of Placement: <input type="checkbox"/> Foster only, relative/NREFM <input type="checkbox"/> Foster only, State Licensed <input type="checkbox"/> Foster Only, FFA <input type="checkbox"/> Prospective Adoptive, State Licensed <input type="checkbox"/> Prospective Adoptive Family, FFA <input type="checkbox"/> Relative/NREFM <input type="checkbox"/> Finalized Home <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Group Home <input type="checkbox"/> Residential Treatment Facility <input type="checkbox"/> Probation Camp <input type="checkbox"/> THP Plus <input type="checkbox"/> SILP					
Address (if different from Adult Information):					
Phone # (if different from Adult Information):					
Email address (if applicable):					
Language (list all, starting with primary):					
Ethnicity: <input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____					
Sibling Information: Does the child have birth siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No Is child placed with siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, is sibling: <input type="checkbox"/> Under DCFS supervision <input type="checkbox"/> adopted <input type="checkbox"/> visiting <input type="checkbox"/> Unknown					
Education Information:		Grade: _____	IEP on File? <input type="checkbox"/> Yes <input type="checkbox"/> No	Receiving Special Education Services? <input type="checkbox"/> Yes <input type="checkbox"/> No	If NO, would child benefit from SE? <input type="checkbox"/> Yes <input type="checkbox"/> No
Mental Health Information:		Medi-Cal number: _____			
		Is child in Therapy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name of therapist and phone number: _____	
		DSM Diagnosis: _____			
		Psychotropic Medication? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, name and dosage of medication: _____			

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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Child 3

State ID #:		Last, First Name:			DOB:	Gender:
Type of Placement: <input type="checkbox"/> Foster only, relative/NREFM <input type="checkbox"/> Foster only, State Licensed <input type="checkbox"/> Foster Only, FFA <input type="checkbox"/> Prospective Adoptive, State Licensed <input type="checkbox"/> Prospective Adoptive Family, FFA <input type="checkbox"/> Relative/NREFM <input type="checkbox"/> Finalized Home <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Group Home <input type="checkbox"/> Residential Treatment Facility <input type="checkbox"/> Probation Camp <input type="checkbox"/> THP Plus <input type="checkbox"/> SILP						
Address (if different from Adult Information):						
Phone # (If different from Adult Information):						
Email address (if applicable):						
Language (list all, starting with primary):						
Ethnicity:		<input type="checkbox"/> White, non-Hispanic		<input type="checkbox"/> African American/Black		<input type="checkbox"/> Native American
		<input type="checkbox"/> Hispanic/Latino		<input type="checkbox"/> Asian/Pacific-Islander		<input type="checkbox"/> Other _____
Sibling Information:		Does the child have birth siblings?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		Is child placed with siblings?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		If NO, is sibling:		<input type="checkbox"/> Under DCFS supervision		<input type="checkbox"/> adopted <input type="checkbox"/> visiting
				<input type="checkbox"/> Unknown		
Education Information:		Grade: _____	IEP on File? <input type="checkbox"/> Yes <input type="checkbox"/> No	Receiving Special Services? <input type="checkbox"/> Yes <input type="checkbox"/> No	Education	If NO, would child benefit from SE? <input type="checkbox"/> Yes <input type="checkbox"/> No
Mental Health Information:		Medi-Cal number:				
		Is child in Therapy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name of therapist and phone number:		
		DSM Diagnosis:				
		Psychotropic Medication? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name and dosage of medication: _____		

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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Section E. Information on Others Living in Household

Information on Other Adults Living in Household:

* <input type="checkbox"/>	Last Name	First Name	Ethnicity	Gender	DOB	Relation***
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

Information on Children Living in Household

* <input type="checkbox"/>	Last Name	First Name	Ethnicity	Gender	DOB	Education Level **	Relation***
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							

<p>* Check box if adult/child will be recipient of direct services</p>	<p>** Education Level Indicate level for each child</p> <p>N-Not in School I-Infant/Toddler.(0-2 years) P-Preschooler (3-5 years) E-Elementary School (Grades K-8) H-High School C-College/Vocational</p>	<p>Ethnicity Codes W--White, non-Hispanic B--African American/Black N--Native American H--Hispanic/Latino A--Asian/Pacific Islander O--Other</p>	<p>**Relation select code that best describes the relationship to referred child/Nonminor Dependent B-Biological Parent R-Relative S-Sibling F-Foster Sibling N-Nonrelative Extended Family O-Other</p>

Section F: Please describe the Presenting Problems/Areas of Concern As Described by Parent/Applicant/Child/Nonminor Dependent (Use Additional Paper As Needed)

Section G: Please Describe Goals/Outcomes as Described by Parent/Applicant/Child/ Nonminor Dependent (Use Additional Paper As Needed)

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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Section H. Preliminary Assessment of Services Needed In Addition To Case Management Services as Determined by APSS Agency

<input type="checkbox"/> 01 Individual Therapy	<input type="checkbox"/> 04 Mentor for Child	<input type="checkbox"/> 07 Support Group for Parent/Appl
<input type="checkbox"/> 02 Group Therapy	<input type="checkbox"/> 05 Mentor for Parent/Applicant	<input type="checkbox"/> 08 Linkage (Specify)
<input type="checkbox"/> 03 Family Therapy	<input type="checkbox"/> 06 Support Group for Child	

Section I. Exit/Closing Information

Date Referral Closed:	
Closing Reason	Select a reason from code below
Transfers	Did the family move to another SPA? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If YES, was the referral transferred to another APSS Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
	a) Please indicate APSS Agency that case was transferred to:
	b) Indicate the date the referral was faxed to the new Agency:
	If NO, why wasn't the referral transferred to another Agency?
*Key for Closing Reason	
1—Completed: Stabilized	12—Client nonresponsive or stopped participating
2—Completed: Stabilized and Finalized	13—Transferred APSS Providers prior to signed ISP
3—Progress made on goals, Home/placement stabilized	14—Agency's Services given-Client non-compliant
4—Agency's Services given-Client moved SPA	15—Client removed from home-placement disruption
5—Agency's Services given-Client moved SPA to permanent placement	16—AWOL
6—Agency's Services given-client moved to higher level of care	17—Legal Guardianship
7—Agency's Services given-client in need of more intensive services	18—Planned Permanent Living Arrangement
8—CSW/ASW non-responsive	19—Reunification
9—Referral not appropriate	20—Death
10—Referral not appropriate and other services in place	21—Court Order
11—Client Declined/Non-responsive prior to signed ISP	22—Other (specify)

Summary of Actual Services In Addition To Case Management Provided to Client

<input type="checkbox"/> 01 Individual Therapy	<input type="checkbox"/> 04 Mentor for Child	<input type="checkbox"/> 07 Support Group for Parent/Appl
<input type="checkbox"/> 02 Group Therapy	<input type="checkbox"/> 05 Mentor for Parent/Applicant	<input type="checkbox"/> 08 Linkage (Specify)
<input type="checkbox"/> 03 Family Therapy	<input type="checkbox"/> 06 Support Group for Child	

Additional Comments if Needed:

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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Outcome for all referred individuals being served (list all individuals but not all will not have status codes)

NAME	SPECIFY CHILD OR ADULT	STATUS START*	STATUS END*

***KEY FOR STATUS START AND END**

Children Adoption Status'	Adult Adoption Status'
1 – Hesitant about Adoption	1 – Foster Parents Only
2 – Adoptive Home Needed	2 – Attending PS-MAPP
3 – Matched: Pre-Placement	3 – Post PS-MAPP: Adoption Home Study (HS) in Progress
4 - Child/NMDPlaced in Home that Intends on Adopting	4 – Adoption HS Complete: No Child in the Home
5 – Child/NMD in Home of Legal Guardian	5 – Family Matched: Child Identified
6 – Child/NMD in Home: Adoption Papers Signed	6 – Adoption HS in Progress: Child in Home
7 – Child/NMD in Home: Adoption Finalized	7 – Adoption HS Complete: Child in Home
	8 – Legal guardians
	9 – Adoption Papers Signed
*NMD = Nonminor Dependent	10 – Child in Home: Adoption Finalized

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL

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A. CHILD INFORMATION

EXHIBIT 8 Page 1 of 3

19 digit Associated #	Name (Last, First, M.I.)	DOB	Phone:	Gender	Ethnicity	Status
1.						
Address						Status Date *:
2.						
Address						Status Date *:
3.						
Address						Status Date *:
4.						
Address						Status Date *:
5.						
Address						Status Date *:
6.						
Address						Status Date *:

*** CHILD(REN) ARE IN THE FOLLOWING ADOPTION/PERMANENCY STATUS** (Provide Number in Status Column above)

- | | | |
|---------------------------|---|--------------------------------------|
| 1—Hesitant about Adoption | 4—Child Placed in Home that Intends on Adopting | Indicate date of placement |
| 2—Adoptive Home needed | 5—Child in Home of Legal Guardian | Indicate date of guardianship |
| 3—Matched: Pre-Placement | 6—Child in Home, Adoption Papers Signed | Indicate date of signing |
| | 7—Child in Home; Adoption Finalized | Indicate date finalized |

B. ADULT INFO

	1	2	3
Name			
Address			
DOB or Age			
Relationship to child			
Language			
Ethnicity			
Phone			
Alternate Phone			
Adult Status			

ADULT(S) ARE IN THE FOLLOWING ADOPTION/PERMANENCY STATUS

- | | |
|--|---|
| 1—Foster Parents Only | 6—Adoption Home Study in Progress: Child in home |
| 2—Attending PS-MAPP | 7—Adoption HS Complete. Child in home |
| 3—Post PS-MAPP. Adoption Home Study (HS) in progress | 8—Legal guardians |
| 4—Adoption HS Complete: No child in home | 9—Adopt Papers signed Indicate date of signing |
| 5—Family Matched: Child Identified | 10—Child in Home. Adoption Finalized Indicate date finalized |

C. ADDITIONAL CHILDREN / ADULTS IN THE HOME

Name: Last	Name: First	DOB or Age	Relationship to the Child	Ethnicity	Gender:
1.					
2.					
3.					
4.					
5.					
6.					

APSS REFERRAL # (FOR APSS STAFF USE ONLY):

D. DCFS STAFF INFORMATION

REFERRING CSW			
CSW Name: Last	First	CWS File No and Email Address:	
CSW Phone No:		Region	Office
SCSW Name: Last	First	SCSW Telephone NO.:	
<input type="checkbox"/> ER <input type="checkbox"/> GENERIC (FM/FR/PP)CSW <input type="checkbox"/> ADOPTION CSW <input type="checkbox"/> Post Adoption CSW <input type="checkbox"/> APSS AGENCY			

OTHER DCFS STAFF ASSIGNED TO CASE

OTHER DCFS STAFF ASSIGNED TO CASE			
CSW Name: Last	First	CWS File No and Email Address:	
CSW Phone No:		Region	Office
SCSW Name: Last	First	SCSW Telephone NO.:	
<input type="checkbox"/> ER <input type="checkbox"/> GENERIC (FM/FR/PP)CSW <input type="checkbox"/> ADOPTION CSW <input type="checkbox"/> Post Adoption CSW <input type="checkbox"/> APSS AGENCY			

E. Please note: APSS REFERRALS ARE GENERALLY MADE ONLY AFTER FR IS TERMINATED.

Please describe ADOPTION-RELATED ISSUES:

--

F. FAMILY STRENGTHS: Please describe. (If case is transferred from one agency to another, identify progress.)

--

G. SERVICES REQUESTED IN ADDITION TO CASE MANAGEMENT SERVICE:

- | | | |
|---|---|--|
| <input type="checkbox"/> 01 INDIVIDUAL THERAPY* | <input type="checkbox"/> 04 SUPPORT GROUP FOR CHILD | <input type="checkbox"/> 07 SUPPORT GROUP FOR PARENT/APPLICANT |
| <input type="checkbox"/> 02 GROUP THERAPY* | <input type="checkbox"/> 05 MENTOR FOR CHILD | <input type="checkbox"/> 08 LINKAGE SERVICE |
| <input type="checkbox"/> 03 FAMILY THERAPY* | <input type="checkbox"/> 06 MENTOR FOR PARENT/APPLICANT | |

***If therapy is being requested a minute order authorizing therapy is required-unless the child is in a finalized or Legal Guardian home or the child is older than twelve. Children age twelve and above can give consent.**

H. ACTION (Complete appropriate section(s))

REFERRAL BEING MADE TO (please choose <u>only one</u>):	<input type="checkbox"/> Move from foster care to adoption	<input type="checkbox"/> COURT ORDERED
	<input type="checkbox"/> Support Adoptive Placement	
	<input type="checkbox"/> Prevent adoption disruption	

I. GOALS: Please describe what goals you would like to see accomplished. *

--

J. TYPING NAMES AND DATES WILL CREATE CURSIVE SIGNATURES:

	DATE
_____ CSW SIGNATURE	
	DATE
_____ SCSW SIGNATURE	
	DATE
_____ APSS PROGRAM MANAGER SIGNATURE	

K. OFFICE USE ONLY

<input type="checkbox"/> NEW CASE		<input type="checkbox"/> AGENCY TO AGENCY TRANSFER	
APSS Agency Assigned		New APSS Agency Assigned	
SPA Location:		SPA Location:	
Effective Date:		Effective Date:	
<input type="checkbox"/> More than One Agency Assigned		APSS REFERRAL #:	
APSS Agency Assigned			
SPA Location:			
Effective Date:			

* Please be sure to fill in Section I: Goals you would liked accomplished through this program.
 **If more than one agency assigned to referral, indicate which clients are being served by each agency.

SPECIAL INSTRUCTIONS/COMMENTS BY APSS PROGRAM

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

DCFS CORE PRACTICE MODEL

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

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

Shared Values and Guiding Principles

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

The Practice Wheel - Operationalizing the Shared Practice Model

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

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



LIST OF TECHNICAL ATTACHMENTS FOR APSS STATEMENT OF WORK

Attachment A	Definitions
Attachment B	Linkage Services
Attachment C	Protective Factors Framework (Center for the Study of Social Policy (CSSP))
Attachment D	Zip Codes by Service Planning Area

**SAFE CHILDREN AND STRONG FAMILIES (SCSF) SERVICES
REQUEST FOR PROPOSALS (RFP)**

DEFINITIONS

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

At Risk Sibling Abuse- shall be based upon WIC 300 subdivision (j), the child's sibling has been abused or neglected, as defined in 300 subdivision (a), (b), (d), (e), or (i) and there is a substantial risk that the child will be abused or neglected, as defined in those subdivisions.

Abuse- is characterized by its orientation toward satisfying needs or expressing the negative feelings of parents or other caregivers. While it may result in positively changing the child's behavior, often the improvement is temporary and followed by a later acting out of the hatred, revenge and hostility they have learned from their parents. To avoid further abuse, children may lie, run away or exhibit other forms of avoiding responsibility.

Adoption Promotion and Support Services (APSS) - shall be defined as services and supports that both expedite and encourage the adoption of children and youth out of the DCFS foster care system.

APSS- shall be defined as specific services are individual, group or family therapy, mentors, and support groups for children and/or adults. Services are available when the primary focus or concern of the child or family is adoption related. The referring children's social worker does not have to be an Adoption Division staff member. The family can be considering adoption, be in the process of adopting or a finalized adoptive family with Medi-Cal benefits.

Adoptive Parent- shall be defined as a person(s) who has adopted, or is in the process of adopting, a child or children.

Aftercare Services- shall be defined as the voluntary services and supports needed by families after existing the child welfare system through reunification, adoption or legal guardianship.

Alcohol and Substance Abuse Treatment- shall be defined as rehabilitation services for persons habituated to the use of alcohol and/or drugs, including inpatient, residential, or outpatient treatment services.

Alternative Response Service (ARS) Plan- shall be defined as a plan that is developed by the ARS plan participants focused on the needs and strengths of the family. A team approach will be used to identify specific services to be provided to the family.

APSS Individual Therapy- shall be defined as a psychotherapeutic session involving only two persons, the therapist and the client. In the context of APSS, individual therapy is offered only to the child and focuses on adoption related issues. When clinically indicated, individuals significant in the child's life such as birth parents, siblings, extended family members; past, present and future caregivers; and others identified by the child, may be invited to participate in therapy sessions.

APSS Family Therapy- shall be defined as a form of mental health treatment of more than one family member in the same therapeutic session under the care of a professional therapist. In the context of APSS, family therapy is limited to those families who are either matched with a child or have a child placed in their home. APSS family therapy is offered as a supplement to the child's individual therapy and shall not supplant the child's individual therapy.

APSS Group Therapy- shall be defined as a form of mental health treatment where a small group of clients meet regularly under the structure and guidance of a professional therapist in order to share issues and learn through the group process. Clients gain insight into their own thoughts and behavior, and offer suggestions and support to others. In addition, clients who have a difficult time with interpersonal relationships can benefit from the social interactions that are a basic part of the group therapy experience. In the context of APSS, group therapy is offered to children to discuss adoption related issues and benefit from awareness and analysis of the common adoption related experiences.

APSS Mentor Program (is this the Adoptive Parent Mentor Program) - shall be defined as a program that recruits and trains mentors, and works to facilitate mentoring relationships. The purpose of the mentoring relationship is to share knowledge, skills, information and support in order to foster the adoptive process. The APSS Mentoring Program pairs an experienced person who has adoption experience, such as an adoptive parent, kin and/or foster/adoptive parents, adult adoptees or a former foster children who resided in foster care for at least three years, with a person who is newer to the adoption process.

APSS Support Groups (is this the Support and Discussion Groups)- consist of a small group of people involved in the adoption process with common experiences and concerns who meet regularly to talk, interact, and discuss problems with each other. The purpose of APSS support groups is to provide emotional and moral support to attendees regarding adoption related concerns.

Case Aide- shall be defined as paid CONTRACTOR staff who provide direct client services, but who do not possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field.

Case Management Services- shall be defined as services that are limited to assessment of family needs, linkage to services provided by Subcontractor(s) and other community resources, as necessary, follow-up and documentation to ensure coordinated family centered service delivery. All Case Management Services shall be documented in the Client case record.

Case Navigation- shall be defined as the process of guiding a family through the array of available preventative services to meet their needs, while decreasing fragmentation

of care and increasing coordinated service delivery. Case navigation services include assessment of family needs, development of the individualized family plan, and linkage to services provided by Subcontractor(s) and other community resources, as necessary. All Case Navigation services shall be documented in the client case record.

Case Record- shall be defined as CONTRACTOR's forms, reports, and documents relating to all Safe Children and Strong Families (SCSF) program services for the child and/or the family.

Case Plan- is shall be defined as a written document based on the assessment of circumstances, which requires child welfare services intervention. It is developed by the CSW, in partnership with the parent and other service providers. In the case plan DCFS identifies a case plan goal, the objectives to be achieved, the specific services to be provided and the case management activities to be performed. It is designed to reduce or eliminate risk factors to the children.

Child Abuse- shall be defined, per Penal Code 11165 et seq. as a physical injury which is inflicted by other than accidental means on a child by another person, the sexual abuse of a child, willful cruelty or, unjustifiable punishment of a child, neglect of a child or abuse in out-of-home care (See emotional abuse, exploitation, neglect, physical abuse, willful cruelty for details).

Child and Family Team Member-: shall be defined as an individual who is an important supporter of a child's best interests and/or a decision maker in a child's life. This can include, but is not limited to the child's family, informal sources of support, DCFS staff and Contractor's staff.

Child Care Services- shall be defined as services which provide the planned care, supervision and guidance of children from birth through school age by someone other than a parent or guardian for less than 24 hours.

Child Health and Disability Prevention (CHDP) - shall be defined as a complete health assessment for the early detection and prevention of disease and disabilities in children and youth. The health assessment consists of a health history; a full physical examination; developmental, nutritional and dental assessments; vision and hearing tests; laboratory tests (for anemia, tuberculosis and lead poisoning, among others); and immunizations at specified intervals and/or as needed. Services provided enable a family to alleviate or prevent health problems and ensure that the child receives the appropriate medical/dental examinations and follow-up treatment in accordance with the CHDP Periodicity Schedule.

Children's Social Worker - shall be defined as a County employee who performs a wide variety of professional social casework or related child welfare service duties.

Client Satisfaction Survey- shall be defined as a County approved survey responded to by clients to measure engagement, partnership, and the quality of services provided, while allowing for suggestions to the Department for enhanced teaming and procedural improvement.

Clinical Director- shall be defined as CONTRACTOR's director who is a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences, a Licensed Marriage and Family Therapist (LMFT) with a current

license from the California Board of Behavioral Sciences; or a licensed Psychologist with a current license from the California Board of Psychology.

Collaborative- shall be defined as the CONTRACTOR's relationship, whether formal or informal, with other community agencies and/or resources that serve clients in the same community as those served by the CONTRACTOR.

Community Partner(s) - shall be defined as individuals, groups, and agencies in the service area that share a common interest in promoting safe and stable families.

Community- shall be defined as a place or a group of people having common characteristics which transcend place. Communities may be identified by (1) political and geophysical divisions, (2) a history of established neighborhood designations, (3) coalescence around common goals, and/or (4) cultural and other elements of identity, which transcend formal boundaries.

Community Advisory Council (CAC) - shall be defined as a group of community representatives, stakeholders, parents/caregivers, and residents from the community to conduct ongoing reviews of the services offered by the Intervention Services CONTRACTOR.

Community Assessment Services Center (CASC) - shall be defined as a network of contracted alcohol and other drug treatment agencies.

Community-Based Liaison (CBL)- shall be defined as a DCFS regional office designated staff person responsible for receiving and processing SCSF (with the exception of APSS referrals) program referrals from social work staff to the CONTRACTOR Program Manager case management staff.

Community-Based Organization- shall be defined as an organization that serves or represents one or more neighborhoods, city or COUNTY locales and is located within its service area.

Community-Based Children and Family Service Center- shall be defined as an organization, located in the community, which provides a "one-stop" location for children and families to receive a variety of assessments and services. Services may include medical, psychological, educational, vocational, financial, and/or legal counseling and advocacy.

Community Leaders- shall be defined as persons in a community who have initiated and/or taken charge of projects that benefited the community as a whole.

Concrete Needs- shall be defined as basic necessities of life, such as food, clothing, housing, transportation, and healthcare, including mental health care and substance abuse treatment, if necessary.

Concrete Supports- shall be defined as assisting families with meeting their concrete needs for food, clothing, shelter, healthcare, and other emergent needs.

Confidential or Confidentiality- shall be defined as referring to information which, by laws, ordinances, regulations, and directives may only be released to specified persons under specified conditions/circumstances.

Continuous Quality Improvement (CQI) - shall be defined a method of quality assurance and improvement that takes the results of period reviews and monitoring and immediately modifies policies and procedures as needed to improve Performance Outcomes.

Contract Payment Unit- shall be defined as the DCFS administrative unit responsible for processing CONTRACTORS' invoices.

Counseling- shall be defined as face-to-face meetings/interventions by a counselor with an individual, couple, family or group to (1) help identify and assist in solving family problems; (2) identify substance abuse and refer for treatment; (3) address and treat domestic violence or anger management issues; and (4) help identify personal, vocational and educational goals. Included in the ongoing Counseling process is the periodic evaluation of the Client progress in relation to the case plan. (This should not be confused with the assessment of Client needs as a Case Management Service.) Such intervention may be provided to individuals, groups, families and groups. This service may be given in the office, Community Family Support Center, off-site, or in the home. Definition references "meetings/interventions" This does not align with the CAPIT SOW. "Meetings/interventions" is referred to under psychotherapy in the CAPIT SOW.

Counselor- shall be defined as any staff trained to provide academic, career or vocational guidance, provide problem-solving support and expertise, and/or provide support and expertise to individuals, families, and communities as they strive toward optimum wellness. (See definition of Counseling)

CSW –shall be defined as a Children's Social Worker from the Department of Children and Family Services.

Deaf/Interpretive Services- shall be defined as those services specifically designed for the translation of a particular language.

Deaf Services Unit (DSU) - shall be defined as a specialized unit that provides a full range of services from Emergency Response (ER) to Permanency Planning (PP) for abused deaf children, their hearing siblings, deaf parents with hearing children, etc. The staff consists of deaf CSWs, hearing CSWs proficient in sign, and certified interpreters, and is available Countywide. The Unit ensures the needs of the clients are met in terms of access to Sign Language Interpreters, telecommunications devices for the deaf, etc. The Unit consults with Resource Development personnel to identify placement needs. Reduced caseloads and specialized training of the Social Workers allows for more intensive and professional services.

Deliverable- shall be defined as a tangible, measurable task, service, or activity required under this Contract.

Differential Response Path 1- shall be defined as preventative services provided to families when allegations of child maltreatment reported to the Child Abuse Hotline do not meet the legal criteria of child abuse or neglect and are evaluated out; however, the family is in need of services to prevent future child maltreatment and/or DCFS involvement. Families with evaluated out child abuse referrals are referred directly to Contractors from the Child Protection Hotline.

Differential Response (DR) Path 1 Multidisciplinary Team (MDT)- shall be defined as a team of three (3) or more persons trained in the prevention, identification and treatment of child abuse and neglect, and is established to allow for the disclosure and/or exchange of confidential information relevant to the prevention, identification and/or treatment of child abuse. Formation of the Differential Response MDT allows for sharing of otherwise confidential information.

Director- shall be defined as the Director of County of Los Angeles Department of Children and Family Services.

Disability- shall be defined as a diagnosed physical, mental, or emotional condition, that has lasted, or is expected to last more than 12 calendar months, and causes a person to have substantial difficulty performing daily activities, including but not limited to, walking, climbing stairs, dressing, and bathing. Disabilities may also negatively affect cognitive functioning, such as the ability to learn, remember or concentrate. These conditions can significantly impair social functioning, and/or a person's ability to leave the home unattended, attend school or maintain a job.

Discretionary Funds- shall be defined as funds utilized to implement new and/or expand existing services and supports to address an unmet need for the target population in the community served. Discretionary funds will be allocated, but are not included in the Contractor's total contract amount and can only be accessed with approval from the County Program Manager.

Domestic Violence Services- shall be defined as services provided by a certified Domestic Violence Counselor to reduce the negative consequences of domestic violence and to prevent its recurrence.

DPO of Record- shall be defined as the Probation Officer assigned to a specific Probation child.

DPSS Linkages Program- shall be defined as the screening process to determine Family Preservation Program families' eligibility for DPSS services, such as Cash Aid, Food Stamps, and other support services not included in the Family Preservation Program service array, including but not limited to, child care, legal services and job training. (Actually there is a DPSS DCFS shared Linkages program and website).

Emergency Response- shall be defined as an emergency service the CONTRACTOR shall provide twenty-four (24) hours a day, seven (7) days a week.

Emotional Abuse- shall be defined as non-physical mistreatment, the results of which may be characterized by disturbed behavior on the part of the child such as severe withdrawal, regression, bizarre behavior, hyperactivity, or dangerous acting-out behavior. Such disturbed behavior is not deemed, in and of itself, to be evidence of emotional abuse.

Evidence Based Practices- shall be defined as programs/services delivered in a culturally-competent manner that incorporate into practice the best available research evidence, the best clinical experience and include measures of the impact of the practice on clients, participants and/or communities

Exploitation- shall be defined as forcing or coercing a child into performing functions, which are beyond his or her capabilities or capacities, or into illegal or degrading acts (See Sexual Abuse).

Family- shall be defined as a social unit(s), including, but not limited to, birth parent(s), blood relative(s), adoptive parent(s), legal guardian(s), non-relative extended family member(s), and foster parent(s), and the children that they rear and care for.

Family Functioning Assessment Tool- shall be defined as a standardized risk assessment tool completed by the CONTRACTOR after every SSF MCPC meeting to measure the improvement of family functioning and ensure the development of individualized case plans throughout the life of the case.

Family Maintenance (FM) - shall be defined as child welfare services provided with or without court involvement to maintain the child in his or her own home.

Family Preservation (FP) - See Intervention Services.

Family Reunification (FR) - shall be defined as child welfare services to reunite children, placed in out-of-home care, with their families.

In Home Outreach Counselor (IHOC) - shall be defined as a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or a Licensed Clinical Psychologist with a current license from the California Board of Behavioral Sciences.

Indigent Population- shall be defined as impoverished, homeless and/or needy persons.

Individual Service Plan- shall be defined as a written document that outlines services and supports that will be provided to address client needs, as identified in the client needs assessment. The individualized service plan shall be developed jointly by the case navigator and family and shall facilitate the development and/or strengthening of parental (caregiver) protective factors.

Intake- shall be defined as the initial information gathering phase of the referral process.

Intern- shall be defined as a candidate in a Bachelor's or Master's level program in a social science or closely related field supervised by a licensed clinician

Intervention Services- shall be defined as consisting of (1) Alternative Response Services (ARS); (2) Partnerships for Families Services (PFF); and (3) Family Preservation Services (FPS).

- **Alternative Response Services** shall be defined as the services provided to families with inconclusive or substantiated low-to-moderate risk findings of child abuse/neglect (closed DCFS referrals), who are in need of services to ameliorate the risk of future child maltreatment.
- **Partnerships For Families** shall be defined as the services provided to families with: (1) at least one child between the ages of 0-5; (2) an unfounded (closed)

DCFS referral; and (3) high to very high level as determined by the SDM tool; who are in need of services to ameliorate the risk of future child maltreatment.

- Family Preservation Services shall be defined as intensive services provided to families served by DCFS in order to mitigate the risk of placement in out of home care and to assist the family in transitioning when a child is returned home from out of home care.
- Intensive Family Preservation (IFP) Services shall be defined as services provided to families to assist in maintaining children in the family home when possible.

ISP- shall be defined as an initial service plan which is created in partnership between APSS families and APSS providers describing the current strengths and needs; and setting forth the goals and services which are to be provided to meet the goals.

Licensed Clinical Social Worker (LCSW) - shall be defined as an individual currently licensed from the California Board of Behavioral Science to provide clinical social work or mental health treatment services.

Licensed Marriage and Family Therapist (LMFT) - shall be defined as an individual currently licensed from the California Board of Behavioral Science to provide marriage, family, and child counseling, social work, or mental health treatment services.

Linkage Service- shall be defined as a CONTRACTOR's responsibility to refer clients to bona fide resources to provide non-reimbursable services or resources that are outside the scope of the CONTRACTOR's service array and with the SPA community or geographic area served. Each contract year, CONTRACTOR must expand (increase) its available services and supports, including governmental entities or non-profit social service organizations founded for religious, charitable or social welfare purposes, that are exempt under 501(c)(3) of the Internal Revenue Code and faith community resources.

Mentor- shall be defined as an individual trained and supervised by the CONTRACTOR and paired with children and youth to: (1) foster positive behavior through the mentor's example; and (2) broaden the child/youth's recreational, social, and educational aspirations through shared experiences.

Multidisciplinary Case Planning Committee (MCPC)- shall be defined as a committee composed of the referred family, CONTRACTOR, Subcontractor(s), CSWs, DPOs, and DMH, DHS staff, schools, and other agencies as appropriate to develop the family's and analyze the family's protective factors, strength-based needs and progress in accordance with the plan.

Multidisciplinary Case Planning Committee Service Plan- shall be defined as a plan developed with the family for any DCFS case resulting from an unfounded or inconclusive referral, including Court Family Maintenance (FP), Voluntary Family Maintenance (non-Court voluntary FP), Voluntary Family Reunification (non-Court, voluntary placement of children while receiving Family Preservation), and aftercare.

Multi-Disciplinary Team (MDT)- shall be defined as a process utilized by Probation as a means for case planning on current and pending Placement cases in collaboration

with stakeholders such as DCFS, LACOE, DMH, parents, family members, extended family members and any other interested parties. There are three (3) phases of the MDT: Initial Engagement Conference (conducted within the first 14 days of placement), Mid-Term Review (conducted within 3 months of placement) and MDT Discharge Planning (conducted no less than 60 days prior to the anticipated discharge from placement).

Neglect- shall be defined as the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. California law defines two categories of physical neglect: severe neglect and general neglect. a) Severe Neglect – The negligent failure of a parent or caregiver to protect the child from severe malnutrition or medically diagnosed non-organic failure to thrive. It also includes those situations of neglect where the parent or caregiver willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care. b) General Neglect – The negligent failure of a parent or caregiver to provide adequate food, clothing, shelter, medical care or supervision where no physical injury to the child has occurred

Non-Relative Extended Family Member (NREFM) - shall be defined as an unrelated adult/caregiver who has an established relationship with a child.

On Site Technical Review- shall be defined as a COUNTY evaluation of a CONTRACTOR's FS program to ensure effective implementation and Contract compliance.

Outcomes- shall be defined as the results for children and families that the Contractor is expected to accomplish.

Paraprofessional Staff- shall be defined as paid CONTRACTOR staff that provide direct client services, and possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field

Parent/Caregiver- shall be defined as a child's birth or adoptive father or mother, whether married or unmarried, or other adult fulfilling the parental role.

Passenger Van- shall be defined as a licensed enclosed vehicle designed with a minimum capacity of six (6) passengers and maximum capacity of fifteen (15) passengers that meets the California Vehicle Code requirements that the CONTRACTOR uses for transporting FP families. All drivers must have appropriate drivers license for the vehicle. All drivers of a 15 passenger van must have a commercial driver's license (class B).

Performance Targets- shall be defined as measurable benchmarks which guide the performance toward a desirable outcome.

Permanency- shall be defined as a safe and stable nurturing lifetime relationship achieved through maintaining the child in the home, reunification, adoptions, relative guardianship, or other legal guardianship.

Permanency Officer- shall be defined as a Probation Officer that works in the Placement Permanency and Quality Assurance Unit, and assists the DPO of Record to find permanency through adoption, legal guardianship or a life-long connection.

Physical Abuse- shall be defined as willfully causing or permitting any child to suffer or inflict to thereon unjustifiable physical pain or suffering, or having the care and custody of any child cause or permit that child or health of that child to be injured or placed in a situation where their person or health is endangered (See Penal Code Sections 11165.3 and .4 as “willful cruelty or unjustifiable punishment of a child” and “corporal punishment or injury”).

Post Adoption Services (PAS) --shall be defined as a DCFS program within the Adoption and Permanency Resources Division which offers post adoption services to all members of the *adoption triad* - adoptees, birth parents and adoptive parents. Post-adoption services to families include: support such as information and referrals, crisis intervention, family preservation programs, post-adoption counseling, and assistance with residential placements, as well as the Adoptions Assistance Payment program (AAP).

Post Adoption Services (PAS) Worker- shall be defined as an APRD Children’s Social Worker (CSW) who can provide services to families whose adoption has been finalized for over 6 months. PAS Services can be obtained by contacting Post Adoption Services.

Prevention- shall be defined as an effective, multifaceted and integrated program to prevent child abuse and neglect and better protective Los Angeles- families and their children. Prevention includes enhancing the general well-being of children and families in communities, identifying and assisting high-risk families who exhibit potentially abuse or neglectful behaviors, and providing intervention or treatment services to families where abuse or neglect has already occurred.

Probation Camp- shall be defined as a secure detention rehabilitative setting that is a court disposition option for probation youth charged with a crime that meets a higher level of detention than a suitable placement.

Professional Staff- shall be defined as paid CONTRACTOR staff that provide direct client services and possess, at minimum, a Master’s Degree in social work, psychology, marriage and family counseling or a closely related field

Promoting Safe and Stable Families (PSSF) - shall be defined as a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based Family Support Services, Family Preservation Services, Time-Limited Family Reunification Services, and Adoption Promotion and Support Services.

Protective Factors- shall be defined as conditions in families and communities that, when present or enhanced, increase the health and well-being of families and children/youth and reduce risk factors that lead to child abuse and neglect.

Protective Factors Framework- shall be defined as a prevention partnership that brings new resources and capacities to other child and family serving sectors.

Psychotherapy- shall be defined as face-to-face meetings/interventions by a therapist with an individual, couple, family or group to help raise self-awareness and understanding, solve problems, develop insight and change behavior. These services must be provided by a professional trained to practice psychotherapy such as a psychiatrist, psychologist, licensed or registered social worker/marriage and family therapist under the supervision of a licensed clinician.

Psychotherapist- shall be defined as a professional trained to practice psychotherapy such as a psychiatrist, psychologist, licensed or registered social worker/marriage and family therapist under the supervision of a licensed clinician. See definition of psychotherapy.

Quality Services Review (QSR) - shall be defined as a methodology DCFS is using to assess and evaluate current practices. It is an organizational learning process offering ways of knowing what's working and not working in practice for children and families and why. QSR was developed by Human Systems Outcomes, Inc. (HSO). A design team representing staff from DCFS, DMH and other stakeholders participated in the refinement of the Protocol. QSR is being used by many progressive public and private child welfare agencies around the country to improve their practice and results at all levels of their organization. It is a direct measure of the Core Practice Model of: engagement, child and family team formation, ongoing assessment and understanding, planning, implementation, and tracking and adaptation.

Regional Administrator- shall be defined as the COUNTY's manager in the specific geographic area(s) where Contract services are performed.

Regional Center- shall be defined as a private agency that contracts with the California Department of Developmental Services (CDDS) to provide services to developmentally disabled children and adults.

Regional Office/DCFS Office Boundaries- shall be defined as a Service Area composed of 18 offices throughout the COUNTY of Los Angeles for the purpose of managing the delivery of COUNTY Services

Round Table- shall be defined as a meeting held between the COUNTY and Lead Agencies for the exploration and development of solutions to program issues and concerns.

Service Planning Area (SPA) - shall be defined as any one of the eight geographic regions in which the COUNTY of Los Angeles has been divided for purposes of managing the delivery of COUNTY services.

Seven Core Issues of Adoption- shall be defined as common emotional experiences which adopted children, adoptive parents and birth parents share. The Seven Core Issues of Adoption are: loss, rejection, guilt/shame, grief, identity, intimacy & relationships, and control/gains.

Sexual Abuse- shall be defined as any act of sexual assault or sexual exploitation of a child. Sexual abuse encompasses a broad spectrum of behavior and may consist of many acts over a long period of time (chronic molestation), or a single incident. Victims range in age from less than one year through adolescence. Specifically, sexually assault includes: rape, rape in concert, incest, sodomy, lewd or lascivious acts upon a child, oral copulation, penetration of a genital or anal opening by a foreign object and

child molestation. Sexual exploitation includes conduct or activities related to pornography depicting minors and promoting prostitution by minors. Includes definitions for other terms sexual assault, sexual exploitation.

Stakeholder- shall be defined as individuals and agencies from the community who are interested in the safety and well-being of children and their families and services provided to them by CONTRACTORS.

Structured Parent-Child and/or Family Centered Activities- shall be defined as group activities provided to improve parent-child and/or family relationships. These activities shall be designed to teach families how to: (1) spend quality time together; (2) facilitate positive parent-child and family interaction; (3) share; and (4) interact with the community

Subcontract- shall be defined as a Contract between the CONTRACTOR and a third party to provide services or materials necessary to fulfill this Contract.

Substantiated Abuse Report- shall be defined as a report that is determined by the Children's Social Worker (CSW) who conducted the investigation, based upon credible evidence, to constitute child abuse or neglect, as defined in Section 11164.6 of the Penal Code.

Substitute Adult Role Model (SARM) - shall be defined as a mentorship service for youth receiving FP services under SCSF program.

Supervising Children's Social Worker (SCSW) -shall be defined as a County employee who supervises a staff of Children's Social Workers providing casework services to children.

Supervisory District- shall be defined as one of the five geographic areas represented by one of the Board of Supervisors.

Task Force Meeting- shall be defined as a monthly meeting between each Regional Office and Intervention Services CONTRACTORs servicing the Regional Office for the exploration and development of solutions to program issues and concerns.

Teaching and Demonstrating Homemaking (T&D)- shall be defined as a service provided to teach primary caregivers the skills necessary to successfully manage and maintain a home including, but not limited to, home safety, cleanliness, meal planning, and budgeting.

Team Decision Making (TDM) - shall be defined as the Departmental initiative to engage families in developing child safety and case plans focusing on families' strengths. Team Decision Making meetings shall include family, children, caregivers, and resource staff including CONTRACTOR and/or Subcontracted Partner(s), DCFS staff, and a trained DCFS facilitator.

Technical Review- shall be defined as a COUNTY on-site evaluation of a CONTRACTOR's compliance to the contract elements and deliverables defined in the approved SSF contract between CONTRACTOR and COUNTY.

Time-Limited Family Reunification (TLFR) - shall be defined as alcohol and drug assessment and treatment services and supports provided through a Memorandum of Understanding by DCFS and Department of Public Health (DPH). The intent of these services is to connect DCFS open case families with timely, intensive and responsive support services to shorten the timeframe it takes for them to reunite with their children/youth, which have been in placement 15 months or less.

Therapeutic Day Treatment (TDT) - shall be defined as treatment that targets minors who are incapable of functioning in a traditional school setting. TDT includes transportation to and from school, implementation of an individualized education plan, including recreation, weekly individual and group counseling, and home visitation with the minor and his family. Additional services may be added to minor's TDT program.

Transition Services- shall be defined as services received after the termination of FP Services designed to assist the family toward functioning without further FP intervention.

Transportation- shall be defined as conveying of a Client receiving child abuse program services from one place to another (funds or bus tokens for use of public transportation may be provided).

Units of Service- shall be defined as an hour of CONTRACTOR's staff time fully utilized to provide direct services or services related activities: e.g. Case Management Services.

Unlawful corporal punishment or injury- shall be defined, per Penal Code Section 11165.4, as a situation where any person willfully inflicts upon any child any cruel or inhuman corporal punishment or injury resulting in a traumatic condition.

Up-front Screening (UFS)- shall be defined as those adult screening (domestic violence, substance abuse and/or mental health) completed by the Contractor through the use of the Behavioral Severity Assessment Program (BSAP), or any other Department approved assessment instrument, on Emergency Response referrals from the DCFS regional offices (daytime) and Emergency Response Command Post (night time, weekends, and holidays).

Visitation Centers- shall be defined as family friendly community established sites (alternatives to DCFS offices and police stations) where the focus is to provide trained visitation coaches who assist parents in maintaining and enhancing strong attachment bonds with their children and youth who are in out-of-home care placements.

Voluntary Family Maintenance (VFM) - shall be defined as the provision of non-court, time limited protective services to families whose children are in potential danger of abuse, neglect or exploitation when the child can safely remain in the home and the family is willing to accept services and engage in corrective action. The agreement of voluntary services may be initiated by the CSW or by the order of the Court, following the dismissal of a petition.

Voluntary Family Reunification (VFR) - shall be defined as the foster care placement of a child by or with the participation of DCFS acting on behalf of California Department of Social Services (CDSS), after the parent(s)/guardian(s) of the child have requested the assistance of DCFS and signed a voluntary placement agreement.

Wait List- shall be defined as a system of prioritizing incoming referrals or cases so that a Contractor can more effectively utilize staff and available services. Positions on a wait list can be arranged based on first come/first served or can be adjusted based on referred or case family issues, including but not limited to safety concerns.

Willful Cruelty or Unjustifiable Punishment of a Child- shall be defined, per Penal Code Section 11165.3, as a situation where any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered.

**SAFE CHILDREN AND STRONG FAMILIES (SCSF) SERVICES
REQUEST FOR PROPOSALS (RFP)**

LINKAGES

CONTRACTOR shall establish and maintain a network of COUNTY contracted and non-contracted community partnerships comprised of service providers and resources. Linkages services include but are not limited to:

Alcohol and Substance Abuse Treatment Services: Alcohol and substance abuse assessment and treatment services are provided for the rehabilitation of persons habituated to alcohol and/or drugs; including inpatient, residential or outpatient treatment services. This can include referrals to Community Assessment Service Centers (CASCs).

Childcare Services: Childcare services are provided for the planned care, supervision, and guidance of children from birth through school age by someone other than a parent or guardian for less than 24 hours. This care may be provided in the child's own home, a relative's home, a licensed family day care facility such as a private childcare center, or a school/campus childcare center. This service is for, 1) children who need socialization, or 2) parents or guardians who work and/or attend school or who require respite.

Domestic Violence Services: Domestic violence services are provided to families to prevent the occurrence of and address the impact of domestic violence. These services are provided by the County of Los Angeles Department of Mental Health (DMH) certified counselors.

Concrete Supports: These services are provided to families to assist with daily living needs, including but not limited to: utility assistance, emergency housing assistance, food assistance, etc.

Concrete Supports: These are services to families provided or donated by community partners to assist with daily living needs, including but not limited to: utility assistance, food, furniture, car seats, and gift cards.

Early Care and Education: Early care and early childhood education resources are provided to enhance the likelihood of, 1) family stability, 2) increase parenting skills, 3) empower families and increase community connectivity, 4) decreased child welfare recidivism, and 5) promote healthy child functioning and well-being.

Educational Services: Educational services are provided by local school districts to assess the child's academic strengths and needs, and to recommend the best academic program to meet identified needs.

Employment Services/Economic Support: Employment Services and economic supportive services are provided to improve a family's ability to obtain employment to meet their basic needs. These services include, but are not limited to, 1) remedial

education, 2) career and vocational counseling, 3) employment preparation and job training, 4) assistance with finding a job, and 5) tax preparation assistance.

Health Care Services: Health care services are provided to promote child health through the provision of appropriate medical/dental examinations and follow-up treatment in accordance with the Child Health Disability Prevention Program (CHDP) Periodicity Schedule. These services are provided by CHDP medical/dental providers or providers who offer equivalent services.

Healthy Start Support Services: Healthy Start supportive services are provided through the Healthy Start program to facilitate physical health, mental health, social well-being, and other services for children and families.

Housing Services: Housing services include, but are not limited to, 1) helping families find suitable housing; 2) assisting families in negotiating with property owners, 3) helping families obtain financial aid to cover rental costs and security deposits, and 4) referring families to legal agencies in the community for assistance with eviction problems.

Income Support Services: Income support services are provided to help families obtain financial assistance through State and Federally funded programs such as, 1) Temporary Assistance to Needy Families, 2) Supplemental Security Income/Zebley funding, 3) Social Security, 4) Veteran's Administration benefits, and 5) other assistance programs as appropriate.

Mental Health Services: These services are provided facilitate mental health and include, but are not limited to, 1) psychological testing, 2) individual child and adult therapy, 3) family and group therapy, 4) evaluation for medication support; and 5) case planning and management. Mental health services are provided by certified Mental Health Service Rehabilitation Medi-Cal providers (eligible to bill Short Doyle Medi-Cal).

Parenting and/or Other Education Programs: Parenting and other educational programs are provided to help families achieve and maintain optimal functioning in areas including, but not limited to, 1) parenting skills, 2) problem solving and communication skills, 3) coping with stress, 4) family literacy; 5) household management and budgeting, and 6) meal planning and food preparation. These programs shall be facilitated by a professional level instructor with training in the prevention of child abuse and neglect and parenting techniques.

Physical and Developmental Services: These services are provided to individuals with physical and/or developmental disabilities for rehabilitation, and to improve well-being and foster self-sufficiency; ultimately improving the quality of life.

Re-Entry Services for Ex-Offenders: Re-entry services for ex-offenders are provided to promote the effective reintegration of offenders back into communities upon release from prison, jail, and assist ex-offenders in acquiring the life skills needed to succeed in the community and become law-abiding citizens.

Regional Center Services: These services are provided by local Regional Centers to children and adults with developmental disabilities. These services include, but are not limited to, 1) needs and strengths assessments, 2) case management, 3) funding and linkage to rehabilitation services, 4) respite care, 5) out-of-home placement services, and 6) additional linkage services.

Self-Help / Family Support Groups: These services are provided as a means of on-going support for children, youth, parents and/or families.

Special Education Services: Special education services are provided by public school to children with emotional, physical, cognitive, or sensory impairment problems including attention deficit disorder or any chronic medical condition such as AIDS, cancer, heart disease, epilepsy, etc. Services include, but are not limited to, strength and needs assessments, development of an IEP and linkage to other services.

Substitute Adult Role Model (SARM) Services: Substitute adult role model services are provided to children and youth to foster positive behavior by broadening their social, educational and recreational experiences through the shared experiences and example of the mentor. These services are provided by trained and supervised adult mentors.

Transportation: Transportations services are provided to assist families with attending to the daily activities of life when no other means of conveyance is available.

What We Know: Families thrive when protective factors are robust in their lives and communities.

Using the Strengthening Families Approach, more than 30 states are shifting policy, funding and training to help programs working with children and families build protective factors with families. Many states and counties also use the Protective Factors Framework to align services for children and families, strengthen families in the child welfare system and work in partnership with families and communities to build protective factors. For more information and many tools and options for implementation, visit www.strengtheningfamilies.net.

Nationally, Strengthening Families is coordinated by the Center for the Study of Social Policy (CSSP) and supported by national partner organizations including:

- Child Welfare Information Gateway
- The Finance Project
- FRIENDS National Resource Center
- The National Alliance of Children's Trust and Prevention Funds
- Parents As Teachers

d Way WorZERO TO THREE

likelihood of child abuse and neglect diminishes. Research shows that these protective factors are also "promotive" factors that build family strengths and a family environment that promotes optimal child and youth development.

Parental Resilience

No one can eliminate stress from parenting, but a parent's capacity for resilience can affect how a parent deals with stress. Resilience is the ability to manage and bounce back from all types of challenges that emerge in every family's life. It means finding ways to solve problems, building and sustaining trusting relationships including relationships with your own child, and knowing how to seek help when necessary.

Social Connections

Friends, family members, neighbors and community members provide emotional support, help solve problems, offer parenting advice and give concrete assistance to parents. Networks of support are essential to parents and also offer opportunities for people to "give back", an important part of self-esteem as well as a benefit for the community. Isolated families may need extra help in reaching out to build positive relationships.

Concrete Support in Times of Need

Meeting basic economic needs like food, shelter, clothing and health care is essential for families to thrive. Likewise, when families encounter a crisis such as domestic violence, mental illness or substance abuse, adequate services and supports need to be in place to provide stability, treatment and help for family members to get through the crisis.

Knowledge of Parenting and Child Development

Accurate information about child development and appropriate expectations for children's behavior at every age help parents see their children and youth in a positive light and promote their healthy development. Information can come from many sources, including family members as well as parent education classes and surfing the internet. Studies show information is most effective when it comes at the precise time parents need it to understand their own children. Parents who experienced harsh discipline or other negative childhood experiences may need extra help to change the parenting patterns they learned as children.

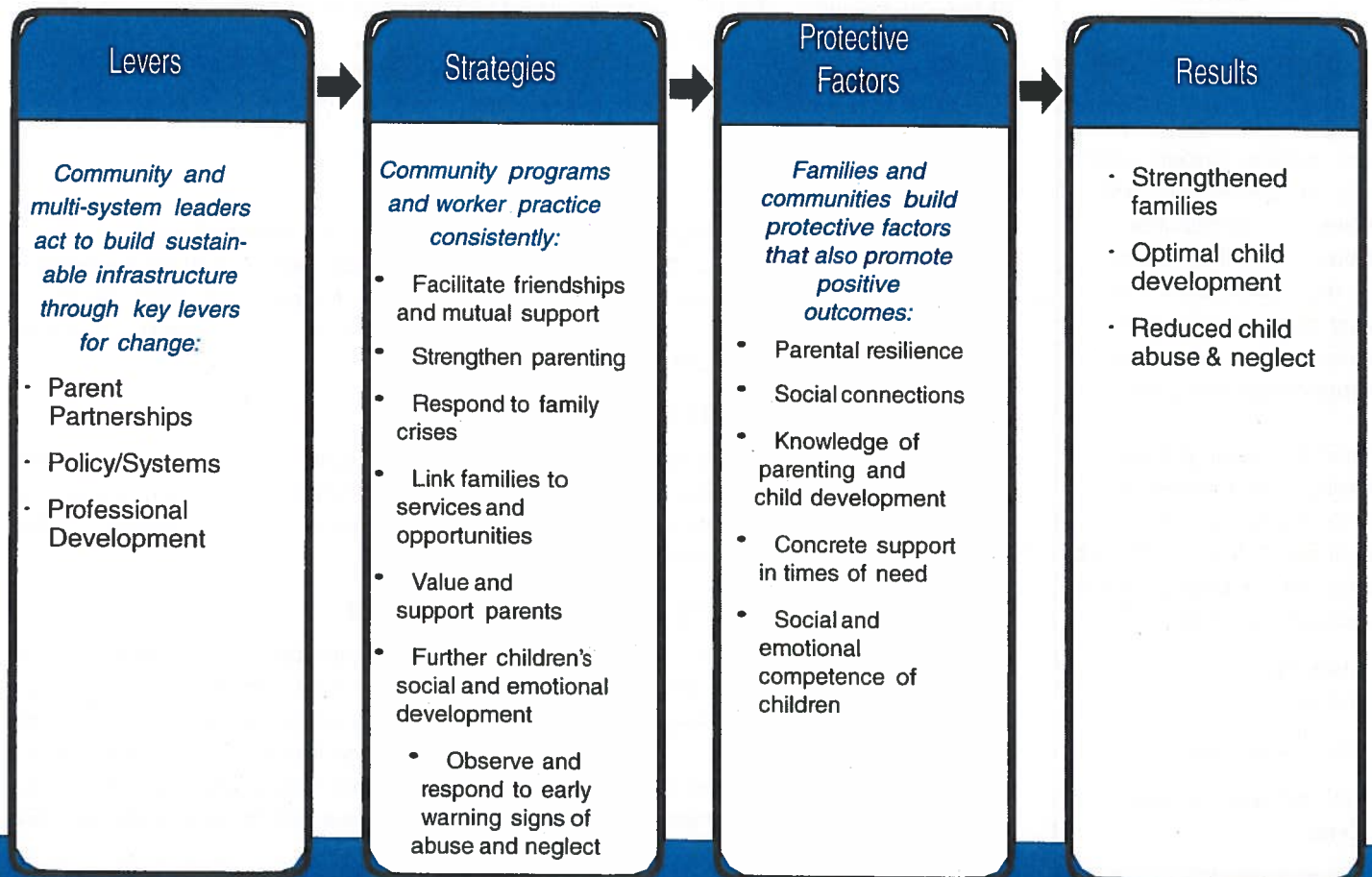
Social and Emotional Competence of Children

A child or youth's ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults, and peers. Challenging behaviors or delayed development create extra stress for families, so early identification and assistance for both parents and children can head off negative results and keep development on track.

Mobilizing partners, communities and families
to build family strengths, promote optimal
development and reduce child abuse and neglect

The Strengthening Families Approach

- n Benefits ALL families
- n Builds on family strengths, buffers risk, and promotes better outcomes
- n Can be implemented through small but significant changes in everyday actions
- n Builds on and can become a part of existing programs, strategies, systems and community opportunities
- n Is grounded in research, practice and implementation knowledge



A New Vision

Families and communities, service systems and organizations:

- Focus on building protective and promote factors to reduce risk and create optimal outcomes for all children, youth and families
- Recognize and support parents as decision-makers and leaders
- Value the culture and unique assets of each family
- Are mutually responsible for better outcomes for children, youth and families

Strengthening Families for Practitioners

Every parent has high hopes for their children. But even great parents need help to make those hopes a reality. And sometimes, the stress of being a parent can overwhelm even the best intentions. Fortunately, most parents have a ready resource to help them: the child care and early education programs that their children are already a part of. These programs are where families already feel comfortable with the staff that care for and work with their children every day.

Strengthening Families was developed to help these local programs understand how they can be an excel-

lent resource for the children and families they serve. It is a research-based, cost-effective approach that focuses on building five Protective Factors that promote healthy development for children, better outcomes for families and reduce the likelihood of child abuse and neglect. The Protective Factors are:

- Parental Resilience
- Social Connections
- Knowledge of Parenting and Child Development
- Concrete Support in Times of Need
- Social and Emotional Competence of Children

What are the advantages of Strengthening Families?

- It is affordable. Most public and private child care programs can adopt this approach by making small but significant changes in their everyday practice without additional cost. In many states, child abuse prevention funds, professional development opportunities and other resources may be available to help programs implement Strengthening Families.
- It has widespread support. More than 30 states and many counties and cities are using the Protective Factors Framework supported by federal, state and local

funds. It helps everyone who works with children and families understand the same research and use the same language for the common work they are doing.

- Local programs are ready to go to work. A nationwide survey by the National Association for the Education of Young Children, the professional association for early childhood practitioners, showed that 97 percent of teachers and administrators wanted to do more to promote healthy families and prevent child maltreatment; and, asked for help to do it effectively.

Program Strategies that Build Protective Factors

Most people who work with children and families are already doing things to help build Protective Factors. Field research behind Strengthening Families identified seven key strategies that exemplary programs use in their work to build protective factors with families. The same strategies often help build more than one protective factor. While the strategies themselves are consistent across many different kinds of programs, the way programs implement them are adapted to the culture, concerns, values and traditions of the particular families they serve. People working in community programs, early care and education, child welfare, family support and the many other places can adapt these strategies to support the families and children they encounter.

The Seven Program Strategies are:

1. Facilitate Friendships and Mutual Support
2. Strengthen Parenting
3. Respond to Family Crises
4. Link Families to Services and Opportunities
5. Value and Support Parents
6. Facilitate Children's Social and Emotional Development
7. Observe and Respond to Early Warning Signs of Abuse and Neglect

How programs help strengthen families, promote optimal child development and prevent child abuse and neglect

Program strategies that:
Facilitate friendships and mutual support
Strengthen parenting
Respond to family crises
Link families to services and opportunities
Facilitate children's social and emotional development
Observe and respond to early warning signs of child abuse or neglect
Value and support parents



Protective Factors
Parental resilience
Social connections
Knowledge of parenting and child development
Concrete support in times of need
Social and emotional competence of children



Strengthened Families
Optional Child Development
Reduced Child Abuse & Neglect

The Protective Families Framework and Early Care and Education Programs

Protective Factor that Helps Promote Optimal Child Development and Reduce Abuse and Neglect:

Parental Resilience

What It Means

A parent's psychological health plays an important role in their child's development. Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems and effectively rise to the challenges that emerge in every family's life. Resilient parents form strong attachments to their children, foster the child's healthy development and are less likely to abuse or neglect their children.

Knowing when and how to seek help, and how to use it effectively, is a vital part of bouncing back from problems. Relationships with people they trust can help parents seek help for problems such as depression, feelings of frustration or assistance with a crisis.

Parents who have experienced violence, abuse and neglect or have had other adverse experiences may need extra caring relationships as adults to help them feel confident as parents and to develop and maintain positive relationships with their children.

How Programs Can Help

Train staff to develop trusting relationships with families during program time, and provide an opportunity for these relationships to flourish.

Hire or develop family support workers who build relationships with parents.

Understand that mental health consultants are an integral part of the staff team, available to staff and to parents when additional support is needed.

Train staff to observe children for early signs of child or family distress and respond to both children and their families with encouragement, support and help in solving problems.

The Protective Families Framework and Early Care and Education Programs

Protective Factor that Promotes Optimal Child Development and Reduces Child Abuse and Neglect:

Social Connections

What It Means

Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving. Being new to a community, recently divorced or a first-time parent makes a support network even more important; it may require extra effort from programs to help families build the new relationships they need.

Belonging to a network builds parents' "social capital" and encourages opportunities to "give back." It helps develop a community that helps each other out, solves problems together and provides fun and companionship.

Friendships lead to mutual assistance in getting tangible resources all families need from time to time, such as transportation or occasional child care. Friendships also help lend emotional support.

Social connections help parents to develop and reinforce community norms about behavior that affects everyone. Norms against harsh discipline help reduce child abuse and neglect; norms about high expectations for children foster more achievement; norms about healthy eating and activity create a greater chance for long-term health.

Helping parents build friendships and other positive connections can reduce isolation, which is a consistent risk factor for negative outcomes like child abuse and neglect, domestic violence and depression.

How Programs Can Help

Set aside space for parents, with coffee or snacks, or other ways to offer parents a welcoming space atmosphere to mingle and talk.

Use regular potluck dinners with parents and children to make a special effort to reach out to new parents and foster new friendships.

Sponsor sports and outdoor activities for parents, including men.

Provide classes and workshops on parenting, cooking, health and other topics of interest.

Connect parents with organizations and resources outside the program such as churches or other classes that fit their interest.

Create special outreach and activities for fathers, grandparents and other extended family members.

The Protective Families Framework and Early Care and Education Programs

Protective Factors that Promotes Optimal Development for Children and Reduces Abuse and Neglect:

Knowledge of Parenting and Child Development

What It Means

Parents who understand the usual course of child development are more likely to be able to nurture their children's healthy development and less likely to be abusive or harmful to their children.

Basic information about child development and parenting comes from multiple sources, including extended families, cultural practices, books, television and other media, formal parent education classes and a parent's own experiences.

Observing other children of similar age helps parents understand their own child in relationship to other children.

All parents need just-in-time help from someone they trust in to help them manage new chapters in their children's development as well as specific behavior problems such as biting or hitting, without resorting to harsh discipline techniques.

Observing caregivers who use positive techniques for managing children's behavior, seeing men as well as women in nurturing roles, and learning from a program's efforts to teach children non-violent ways to resolve conflicts are key ways that parents may learn alternatives to their own negative experiences.

Parents of children with developmental or behavior problems or special needs need knowledgeable coaching and support in their parenting roles to reduce their frustration and help them become the parents their children need.

How Programs Can Help

Offer informal daily interactions between parents and program staff, plus coaching from staff on specific issues (for example: biting, sharing toys, bullying) when they arise.

Provide multiple parent education opportunities through classes or workshops that address topics parents initiate or that respond to current issues.

Provide observation opportunities such as video monitors or windows into classrooms and outdoor space where parents can watch their child interacting with other children and learn new techniques by observing staff.

Give parents opportunities to participate in conversations with other parents about their own experiences as children and how they want to change their parenting for their children.

The Protective Families Framework and Early Care and Education Programs

Protective Factor that Promotes Optimal Child Development and Reduces Child Abuse and Neglect:

Concrete Support in Times of Need

What It Means

Families need to have basic needs (shelter, food, clothing, health care) met to ensure a child's healthy development. Programs of all kinds need to be able to direct families to services and supports for meeting basic needs when necessary.

A family crisis such as unemployment, illness or death can create extreme stress within the family and make less attention available to support a child's developmental needs. Informal networks of support as well as tangible assistance can lessen the impact of a crisis.

Another kind of family crisis occurs when families experience domestic violence, substance abuse or mental illness. In these situations, professional services are required, along with support for family members to achieve safety and stability.

How Programs Can Help

Connect parents to economic resources such as job training and social services or serve as an access point for health care, child care subsidies and other benefits.

Provide for immediate needs through a closet with extra winter coats and a direct connection to a food pantry; facilitating help from other parents when appropriate.

Know how to help families' access crisis services such as a battered women's shelter, mental health services or substance abuse counseling by providing transportation and the name of a person instead of a phone number.

Train staff to listen for family stress and initiate positive conversations about family needs.

The Protective Families Framework and Early Care and Education Programs

Protective Factor that Promotes Optimal Development and Reduces Abuse and Neglect:

Social and Emotional Competence of Children

What It Means

A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults and peers. A baby's early attachment to its parents is the first step in this process.

Parents and caregivers grow more responsive to children's needs – and less likely to feel stressed or frustrated – as children learn to tell parents what they need and how parental actions make them feel rather than act them out.

Children with challenging behaviors or delays in social emotional development are at greater risk for abuse. Identifying and working with children early to keep their development on track helps keep them safe and helps their parents facilitate their child's development.

Children who have experienced or witnessed violence need special care from a program – an environment where they feel safe with trained staff experienced in dealing with experienced traumatic events.

How Programs Can Help

Use both structured curriculum and informal interaction to teach children to share, be respectful of others and express themselves through language.

Provide art programs that allow children to express themselves in ways other than words.

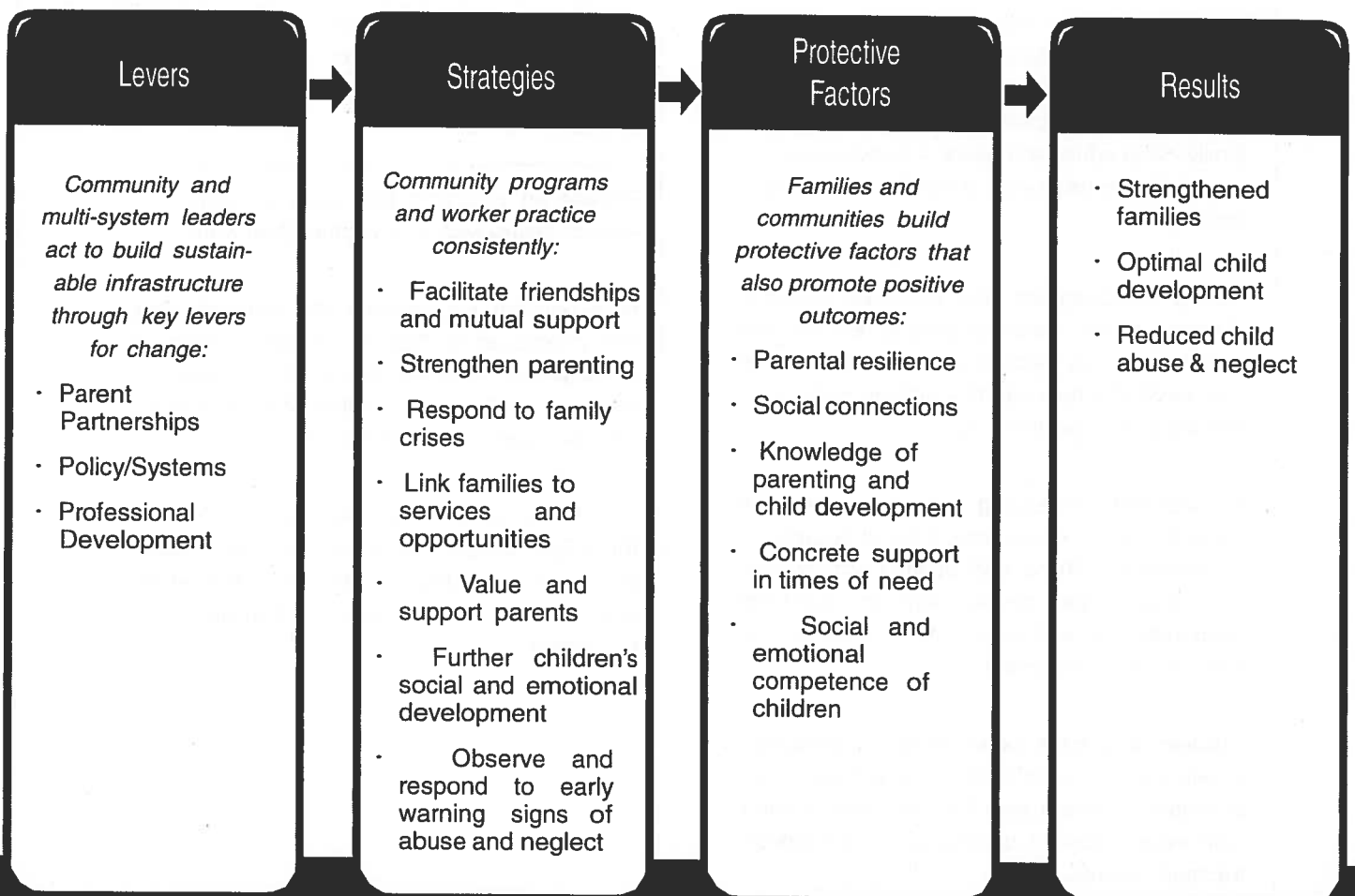
Have ongoing engagement and communication with parents about their child's social emotional development and the actions the program is taking to facilitate it. Children often take home what they are learning at school.

Take timely action when there is a concern – this might include asking another experienced teacher or staff member to help observe a child, talking with the parent or bringing in a consultant.

Mobilizing partners, communities and families
build family strengths, promote optimal
development and reduce child abuse and neglect

The Strengthening Families Approach

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A New

Families and communities, service systems and organizations:

- Focus on building protective and promotive factors to reduce risk and create optimal outcomes for all children, youth and families
- Recognize and support parents as decision-makers and leaders
- Value the culture and unique assets of each family
- Are mutually responsible for better outcomes for children, youth and families

Collaboration across multiple service systems is central to the Strengthening Families approach. State and local leadership teams for Strengthening Families are made up of multiple agencies and partners, including community and parent leaders. Each represent a unique part of the systems of support that families need. Partnerships have developed because each partner can see a benefit of the Protective Factors to their own work with families, so they are willing to align resources and share leadership for planning and results. These leadership teams have demonstrated that Strengthening Families can be a powerful tool for helping separate elements of support join together as an effective system to achieve outcomes for children and families.

As a comprehensive approach to working with families and not a model program, Strengthening Families is intended to be adapted to different contexts, programs and service systems. This allows each partner to apply the Protective Factors Framework within the context of their own work with children and families – whether that is domestic violence services, family child care, services for children with special needs or others. In addition, because Strengthening Families does not require new funding and can be implemented through low-cost and no-cost innovations, it has helped agencies shape existing resources around common goals. States with no new dollars to spend have built the Protective Factors Framework into existing contracts, requests for proposals, trainings or other vehicles already in place to shape and support collaborative practices.

Strengthening Families also supports family leadership, an arena that has often been a challenge for formal service systems. The Protective Factors Framework applies to all families and focuses on building strengths, which offers a positive starting point for family engagement. Program strategies built on the framework are intended to be adapted to the cultures, traditions and values of participating families, since Protective Factors are built and expressed differently in different contexts. Many tools and concrete examples for building parent leadership and engaging families as partners have been developed through Strengthening Families initiatives around the country.

The Strengthening Families approach to collaboration, using the common language of research-based Protective Factors to describe results for families across systems, has led to:

- Better understanding of the role that each service system – both administrators and practitioners – plays in supporting families
- More effective partnerships among agencies and among individual workers
- A professional development system that fosters collaboration by creating a common language and common approach across disciplines
- Greater appreciation for the significant role that non-governmental community resources like informal networks, churches, social groups and cultural practices play in building protective factors with families
- Consistent, positive messages about building on strengths that encourage family engagement and partnerships
- Greater cumulative impact on results for both children and their families across systems

strengthening families

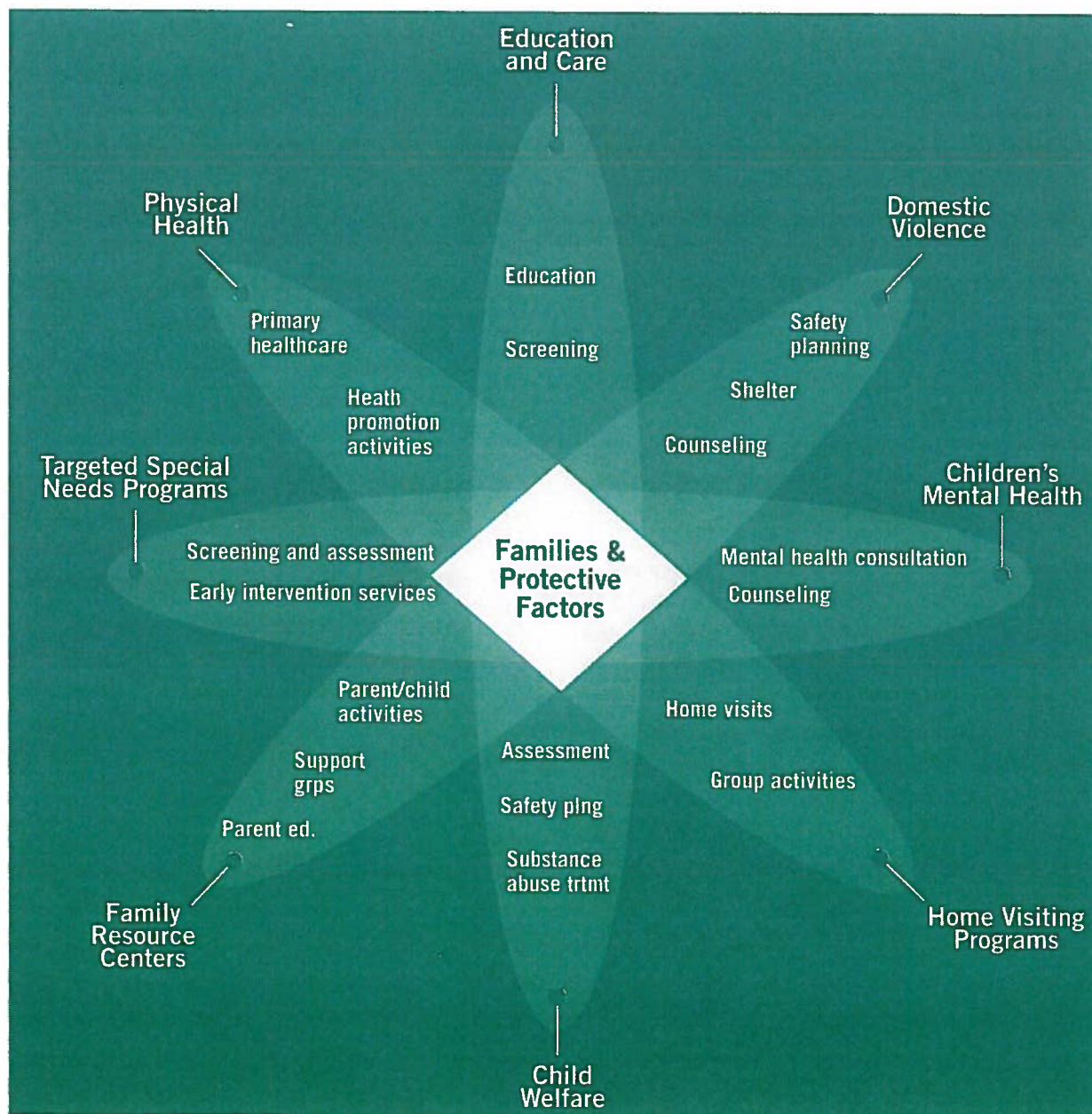
A PROTECTIVE FACTORS FRAMEWORK

State leadership teams have used the Strengthening Families framework to show how all parts of a system are linked through efforts to build protective factors with families.

Diverse agencies and programs are responsible for specialized parts of the system, but all of them focus some aspect of their work on families. Their goals intersect in the need to create a strong partnership with families and to support the family's role in promoting their children's development.

The Protective Factors Framework combines familiar research findings that already guide policies and practices into a comprehensive approach to supporting families. The framework offers a common language to describe what all families need regardless of which part of the system they touch:

- Parental Resilience
- Social Connections
- Knowledge of Parenting and Child Development
- Concrete Support in Times of Need
- Social and Emotional Competence of Children



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Strengthening Families also supports family leadership, an arena that has often been a challenge for formal service systems. The Protective Factors Framework applies to all families and focuses on building strengths, which offers a positive starting point for family engagement. Program strategies built on the framework are intended to be adapted to the cultures, traditions and values of participating families, since Protective Factors are built and expressed differently in different contexts. Many tools and concrete examples for building parent leadership and engaging families as partners have been developed through Strengthening Families initiatives around the country.

The Strengthening Families approach to collaboration, using the common language of research-based Protective Factors to describe results for families across systems, has led to:

- Better understanding of the role that each service system – both administrators and practitioners – plays in supporting families
- More effective partnerships among agencies and among individual workers
- A professional development system that fosters collaboration by creating a common language and common approach across disciplines
- Greater appreciation for the significant role that non-governmental community resources like informal networks, churches, social groups and cultural practices play in building protective factors with families
- Consistent, positive messages about building on strengths that encourage family engagement and partnerships
- Greater cumulative impact on results for both children and their families across systems

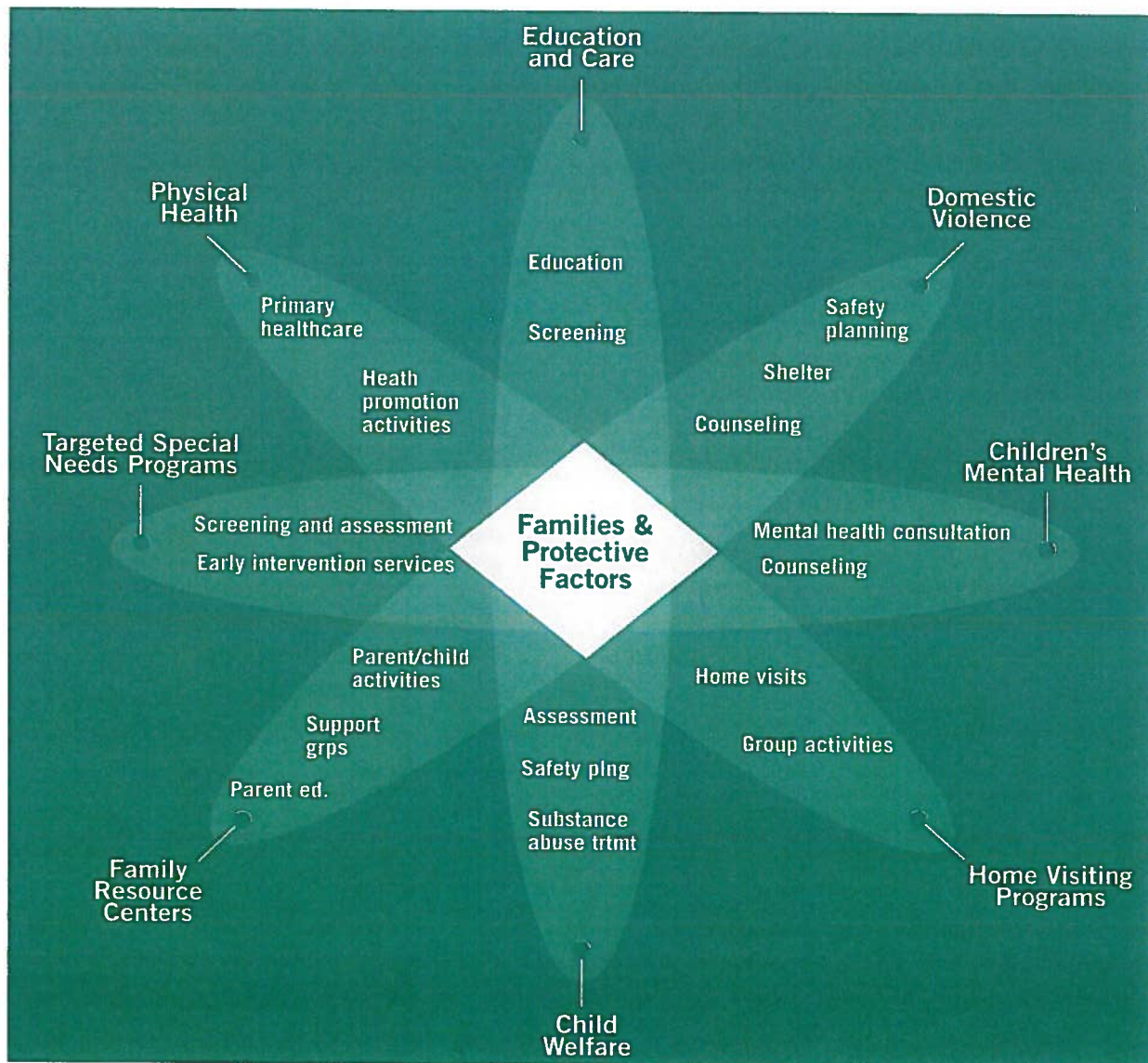
Levers for Change: Implementing and Sustaining Strengthening Families in States and Counties

State leadership teams have used the Strengthening Families framework to show how all parts of a system are linked through efforts to build protective factors with families.

Diverse agencies and programs are responsible for specialized parts of the system, but all of them focus some aspect of their work on families. Their goals intersect in the need to create a strong partnership with families and to support the family's role in promoting their children's development.

The Protective Factors Framework combines familiar research findings that already guide policies and practices into a comprehensive approach to supporting families. The framework offers a common language to describe what all families need regardless of which part of the system they touch:

- Parental Resilience
- Social Connections
- Knowledge of Parenting and Child Development
- Concrete Support in Times of Need
- Social and Emotional Competence of Children



Levers for Change: Implementing and Sustaining Strengthening Families in States and Counties

Implementing Strengthening Families at a state, county or local level requires engaging the programs and services that already provide support for children and families as partners. States participating in the Strengthening Families National Network have found three key “levers for change” are critical for fully realizing the promise of Strengthening Families.

Using very small investments, these levers can create incentives, capacity and significant momentum to encourage local programs and service systems to use the Protective Factors Framework. The levers create a systemic, scalable and sustainable opportunity to implement the Protective Factors.

The three levers for change are: Parent partnerships Professional development Policy and systems

Parent Partnerships

Leadership from parents at every level ensures that program and practice strategies (a) are responsive and relevant to all kinds of family needs and choices (b) model the relationships among families, service providers, and community resources that can promote the best possible partnership to support children’s development and (c) engage parents as active partners. Partnerships work best when many parents are consistently involved as decision-makers in program planning, implementation and assessment.

Starting points for implementing successful parent partnerships:

- Reach out and partner with existing parent organizations
- Create and maintain prominent leadership roles for parents
- Continually assess what motivates parents to engage in program leadership
- Provide leadership training and support for parent leaders to participate
- Create opportunities for parents to engage with other parents in understanding and using the protective factors in their own families
- Designate specific resources for parent engagement, participation and leadership

Professional Development

Infusing the Protective Factors Framework into training for all people who work with children and families helps build a workforce across disciplines with common knowledge, goals and language. Professionals at every level, from frontline workers to supervisors and administrators, should get training tailored to their roles with a consistent message focused on Strengthening Families.

Starting points for using professional development to implement Strengthening Families:

- Provide orientation and training on Strengthening Families at professional conferences and meetings
- Offer the Protective Factors Framework to current training providers to leverage existing training capacity

Integrate Strengthening Families research and Protective Factors Framework into university, college, continuing education and certificate programs

Incorporate Strengthening Families concepts into new worker training

Develop online training and distance learning opportunities

Reinforce training with follow-up support, such as reflective supervision and ongoing mentoring

Policies and Systems

Strengthening Families can serve as a platform for coordination across diverse initiatives since it’s based on research used by different disciplines and focuses on goals held in common by several departments and agencies. The Protective Factors Framework provides a bridge for promoting optimal child development AND preventing child abuse and neglect. Regulations and procedures that govern everyday practice are one avenue for creating and reinforcing linkages across agencies using Strengthening Families as a basis for their work.

Policy and systems strategies for building collaboration:

Engage multidisciplinary partners responsible for improving child outcomes and preventing maltreatment in Strengthening Families state leadership

Use the Protective Factors Framework to define a shared set of desired outcomes for families across systems and disciplines

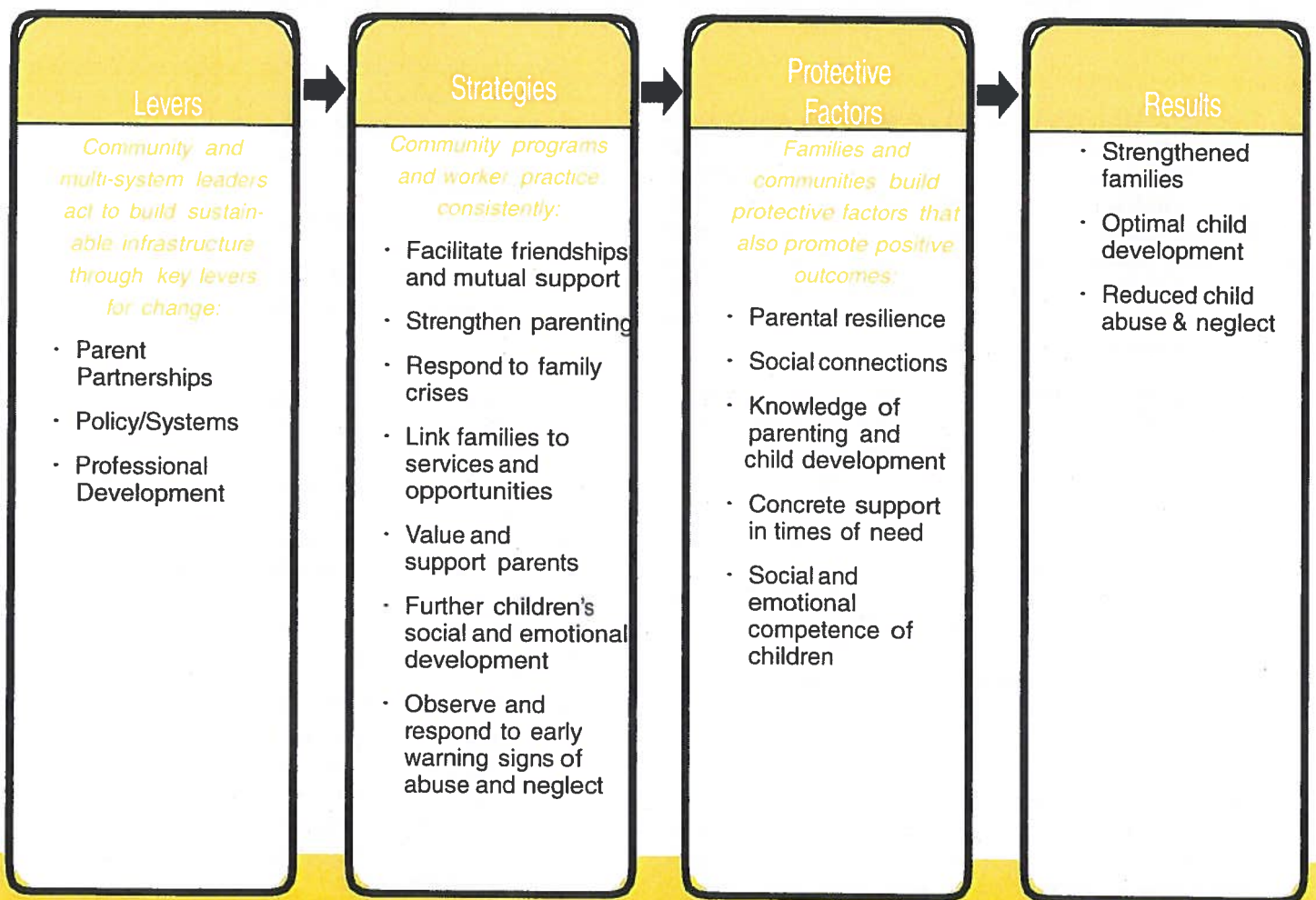
Link Strengthening Families to cross-systems planning efforts as a way to implement common language and common goals Adapt contracting methods for funding and assessing programs to include a focus on Protective Factors

Revise job requirements, performance reviews and performance contracts to reflect the Strengthening Families approach to working with children and families

Mobilizing partners, communities and families
to build family strengths, promote optimal
development and reduce child abuse and neglect

The Strengthening Families Approach

- || Benefits ALL families
- || Builds on family strengths, buffers risk, and promotes better outcomes
- || Can be implemented through small but significant changes in everyday actions
- || Builds on and can become a part of existing programs, strategies, systems and community opportunities
- || Is grounded in research, practice and implementation knowledge



New Vision

Families and communities, service systems and organizations:

- Focus on building protective and promote factors to reduce risk and create optimal outcomes for all children, youth and families
- Recognize and support parents as decision-makers and leaders
- Value the culture and unique assets of each family
- Are mutually responsible for better outcomes for children, youth and families

Strengthening Families National Network

What We Know: Families thrive when protective factors are robust in their lives and communities.

The Protective Factors Framework is the foundation of the Strengthening Families Approach. It summarizes what research reveals about the family attributes that act as buffers against stress and protect against the likelihood of child maltreatment. These same five factors are also “promotive factors” that build strengths and help create a family environment that promotes optimal child and youth development.

The Protective Factors include:

1. Parental Resilience
2. Social Connections
3. Knowledge of Parenting and Child Development
4. Concrete Support in Times of Need
5. Social and Emotional Competence of Children

The Center for the Study of Social Policy (CSSP) connects the many partners who are implementing the Protective Factors approach through the Strengthening Families National Network.

Strengthening Families is by far the most recognized child abuse prevention strategy in the nation, supported by leaders at every level. The network provides a forum for sharing the many tools and ongoing learning emerging across national, state and local work.

National Partner Organizations

- “ *The National Alliance of Children’s Trust and Prevention Funds* provides leadership and major support for Strengthening Families implementation through the Alliance’s Parent Partnership Council and through a powerful learning community of more than 30 state Children’s Trust Funds and their partners.
- “ *United Way Worldwide* has developed tools and strategies to help local United Ways embed Strengthening Families in their work. This includes using the Protective Factors as a guide for funding decisions, 2-1-1 operations, early childhood and family services and for developing innovative Strengthening Families programs for their business partners.
- “ *ZERO TO THREE* has developed and delivered waves of high quality training to cross disciplinary teams of almost 1,000 trainers, helping more than 30,000 child care providers put the Protective Factors Framework into practice.
- “ *Child Welfare Information Gateway* uses and promotes the Protective Factors Framework and Levers for Change to outline guidance for child abuse prevention strategies throughout the country on its websites and in its annual resource guides.
- “ *FRIENDS National Resource Center for Community-Based Child Abuse Prevention* supports community-based child abuse prevention grantees in all 50 states using Protective Factors as a basis for their work. It has also developed a validated survey to measure results with families.
- “ *Parents As Teachers* has incorporated Strengthening Families into its basic curriculum, using the framework for a variety of parent educator and family child care provider trainings, annually reaching more than 350,000 children worldwide.

State and Local Strengthening Families Initiatives

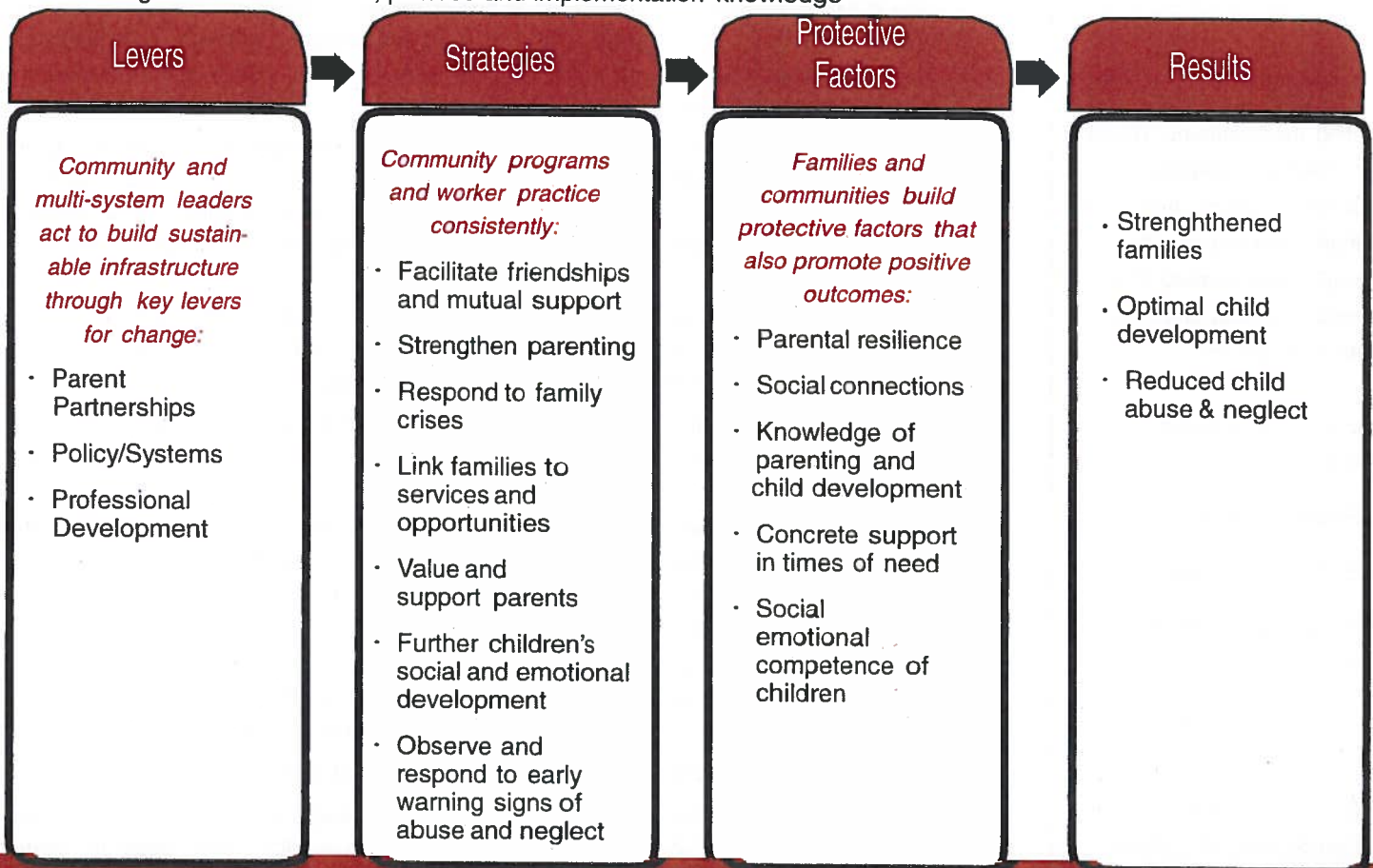
More than 30 states have developed interdisciplinary leadership teams to implement Strengthening Families. While implementation differs greatly from state to state, there is a commitment in each jurisdiction to use every opportunity to increase the use of the Strengthening Families approach across agencies and programs. In addition to parent leaders, state leadership teams include representatives from child welfare, early childhood, maternal and child health, education, mental health, juvenile justice and sometimes corrections and legal services.

Several counties and local communities have developed their own local implementation of Strengthening Families, using the approach as a powerful tool to increase collaboration among agencies, engage parent leaders more consistently and link state and community resources more effectively.

Mobilizing partners, communities and families
to build family strengths, promote optimal
development and reduce child abuse and neglect

The Strengthening Families Approach

- Benefits ALL families
- Builds on family strengths, buffers risk, and promotes better outcomes
- Can be implemented through small but significant changes in everyday actions
- Builds on and can become a part of existing programs, strategies, systems and community opportunities
- Is grounded in research, practice and implementation knowledge



A New Vision

Families and communities, service systems and organizations:

- Focus on building protective and promotive factors to reduce risk and create optimal outcomes for all children, youth and families
- Recognize and support parents as decision-makers and leaders
- Value the culture and unique assets of each family
- Are mutually responsible for better outcomes for children, youth and families

ATTACHMENT D

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA
93243	1	91201	2	91324	2	91367	2	91426	2
93510	1	91202	2	91325	2	91371	2	91436	2
93532	1	91203	2	91326	2	91372	2	91470	2
93534	1	91204	2	91327	2	91376	2	91482	2
93535	1	91205	2	91328	2	91380	2	91495	2
93536	1	91206	2	91329	2	91381	2	91496	2
93539	1	91207	2	91330	2	91383	2	91497	2
93543	1	91208	2	91331	2	91384	2	91499	2
93544	1	91209	2	91333	2	91385	2	91501	2
93550	1	91210	2	91334	2	91386	2	91502	2
93551	1	91214	2	91335	2	91388	2	91503	2
93552	1	91221	2	91337	2	91392	2	91504	2
93553	1	91222	2	91340	2	91393	2	91505	2
93563	1	91224	2	91341	2	91394	2	91506	2
93584	1	91225	2	91342	2	91395	2	91507	2
93586	1	91226	2	91343	2	91396	2	91508	2
93590	1	91301	2	91344	2	91399	2	91510	2
93591	1	91302	2	91345	2	91401	2	91521	2
93599	1	91303	2	91346	2	91402	2	91522	2
90290	2	91304	2	91350	2	91403	2	91523	2
91011	2	91305	2	91351	2	91404	2	91526	2
91012	2	91306	2	91352	2	91405	2	91601	2
91020	2	91307	2	91353	2	91406	2	91602	2
91021	2	91308	2	91354	2	91407	2	91603	2
91023	2	91309	2	91355	2	91408	2	91604	2
91040	2	91310	2	91356	2	91409	2	91605	2

91041	2	91311	2	91357	2	91410	2	91606	2
91042	2	91312	2	91361	2	91411	2	91607	2
91043	2	91313	2	91362	2	91412	2	91608	2
91046	2	91316	2	91363	2	91413	2	91609	2
91050	2	91321	2	91364	2	91416	2	91610	2
91051	2	91322	2	91365	2	91423	2	91611	2

EXHIBIT B

BUDGET AND NARRATIVE

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF SCSF CONTRACTOR)

(hereinafter referred to as "SCSF Services Contractor") has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as "COUNTY") to provide SCSF Services. SCSF Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an SCSF Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that SCSF Contractor will protect the confidentiality of all such data. Consequently, SCSF Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. SCSF Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF SCSF CONTRACTOR)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY's Community-Based Support Division.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY's Community-Based Support Division.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

SCSF Contractor's Signature: _____

SCSF Contractor's Name: _____

Date: _____

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

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

Contractor Name _____

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19)

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor,

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

Contractor Name _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor,

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

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

Revision: March 2012

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.2 Prepaid Expenses

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

ACCOUNTING SYSTEM

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

2.1 General Journal

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

Example:	Debit	Credit
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

- Date
- Receipt Number
- Cash Debit Columns

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

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

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

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

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

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of

the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

3.0 Records

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

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

3.1 Retention

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

3.2 Supporting Documentation

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

Invoices, receipts, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or***

receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

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

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

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

documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

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

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

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

3.4 Filing

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

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

3.5 Referencing

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

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

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for

payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

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

5.0 Audits

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

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

6.0 Single Audit Requirements

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

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

7.0 Subcontracts

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

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

subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

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

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

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

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

Separation of Duties

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

4.0 Capital Assets

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

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

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

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

Non-Capital Asset Equipment

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

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

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

4.2 Asset Identification and Inventory

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

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

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

4.3 Depreciation and Use Allowance

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.

- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

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

4.5 Security

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

4.6 Property Management

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

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

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

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks, etc.) shall be bonded.

6.0 Investments – COUNTY program funds shall not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

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

1.3 Budget Limitation

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

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

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

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

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

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

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

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

Simplified Allocation Method

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

Example

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

Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

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

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

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

E. OVERPAYMENTS

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

F. GOVERNANCE

OVERVIEW

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

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

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

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

1.0 Independence

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

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

2.0 Oversight Mechanisms

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

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

reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

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

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

3.0 Oversight Committees

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

Nominating Committee

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

Compensation and Benefits Committee

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

Audit Committee

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

Annual Audit Duties:

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

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

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

3.0 Reporting Fraud/Misconduct

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

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

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

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

Online: www.lacountyfraud.org
Email: hotline@auditor.lacounty.gov
Toll Free: (800) 544-6861
U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012

Internal Revenue Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

Can My Employees Get Advance EIC Payments?

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

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

EXHIBIT I

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Address:		
	State:	Zip Code:
Proposer:		
Type of Goods or Services:		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's Name)

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

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

OR

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

Signature

Date

Name and Title (please type or print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment

REQUIRED SUB-CONTRACT COMPONENTS

ALL SUB-CONTRACTS SHALL INCLUDE, AT A MINIMUM, THE LANGUAGE IN SECTION I AND THE COMPONENTS LISTED IN SECTION II BELOW:

SECTION I

The recitals of the sub-contract shall include the following:

WHEREAS, in order to fulfill its obligations to the County of Los Angeles under the Prime Contract, Contractor desires to engage Sub-contractor for _____ Services, and

Prime Contract

Notwithstanding any other provision of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with the County of Los Angeles and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the County of Los Angeles.

Third Party Beneficiary

Contractor and Subcontractor understand and agree that this Subcontract is entered into for the benefit of the County of Los Angeles, and that the County of Los Angeles is hereby expressly made a third party beneficiary of this Subcontract.

Notwithstanding any other provision of this subcontract, the County of Los Angeles does not intend for the Subcontractor to acquire any rights as a third party beneficiary of the prime contract.

Insurance requirements

An option for compliance with the insurance requirements of the Contract is for the Prime Contractor to cover the sub-contractor on their agency's insurance policy. If not, the sub-contractor must purchase coverage to meet the following insurance requirements.

General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this

Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of the Prime Contract, Exhibit A. 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.

Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

Insurance Coverage Requirements:

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

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.

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

Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Payments

The section that addresses payments shall include the following sub-section:

The County of Los Angeles shall not be liable or responsible in any way to the Sub-contractor or its officers, employees and agents, for any compensation or costs related to this Sub-contract.

SECTION II

Parties to the sub-contract

The sub-contract must indicate the names of all parties to the sub-contract.

Addresses of prime and sub contractors

The sub-contract shall include addresses of the prime and sub-contractors, and indicate them as such.

Nature of services being contracted to be included in the Recitals

The sub-contract shall indicate the nature of services the prime contract provides, and the nature of the services the sub-contract will provide.

Length of the sub-contract

The sub-contract shall include the start date and end date of the contract.

Maximum Contract Sum

The sub-contract shall include the total contract amount for the length of the contract.

Invoice and Payment Information

The section that addresses payments shall detail: the unit of payment i.e. hourly, daily, or the service rate; the number of units of service the sub-contractor will provide, and a complete description of the services to be provided.

The sub-contract shall include a method for the sub-contractor to submit invoices, and a method for the sub-contractor to be paid.

Confidentiality language

Language mandating compliance with Contractor's Non-Employee Acknowledgment and Confidentiality Agreement; and mandating the maintenance of confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

Federal Excluded Party List

Language mandating verification that the subcontractor or sub-contractor's employees are in the Federal Excluded Party List System.

<https://www.epls.gov/>

County of Los Angeles Debarment List

Language mandating verification that the subcontractor or sub-contractor's employees are not on the County of Los Angeles Debarment List.

<http://purchasingcontracts.co.la.ca.us/DebarmentList.asp>

Criminal Clearance language

Language mandating the criminal clearance of sub-contractor and sub-contractor's employees.

Language indicating that the sub-contractor and the sub-contractor's employees are mandated to disclose any prior or subsequent criminal conviction record or any pending criminal trial.

Language prohibiting the engagement of services of any individual convicted of any crime involving conduct that is harmful to the health, morals, welfare or safety of others including the offenses specified in Health and Safety Code 11590 (offenses requiring registration as a controlled substance offender) and all crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

Signature Page

The signature page shall include signature blocks for the prime contractor and the sub-contractor. Each signature block shall include lines for the:

- Name of Agency
- Printed Name of the Signer
- Printed Title of the Signer
- Signature

The signature block for the sub-contractor shall also include a line for the agency's **Tax Identification Number**.

USER COMPLAINT REPORT

SAFE CHILDREN AND STRONG FAMILIES

This form is to be used by DCFS users of Prevention and Aftercare Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

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

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

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

ATTACHMENT E

**SAFE CHILDREN AND STRONG FAMILIES
PREVENTION AND AFTERCARE SERVICES
(CFDA # XXXXX)**

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

XXXXX

CONTRACT NUMBER XXXXX

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Safe Children and Strong Families (SCSF)
PREVENTION AND AFTERCARE SERVICES

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- EXHIBIT D: CONTRACTOR's Acknowledgement and Confidentiality Agreement**
- EXHIBIT E: CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement**
- EXHIBIT F: CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement**
- EXHIBIT G: Auditor-Controller Contract Accounting and Administration Handbook**
- EXHIBIT H: Internal Revenue Notice 1015**
- EXHIBIT I: Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)**
- EXHIBIT J: Safely Surrendered Baby Law Fact Sheet**
- EXHIBIT K: CONTRACTOR's Administration**
- EXHIBIT L: COUNTY's Administration**
- EXHIBIT M: Charitable Contributions Certification**
- EXHIBIT N: Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program**
- EXHIBIT O: Confidentiality of CORI Information**
- EXHIBIT P: Required Subcontract Components**

**COUNTY OF LOS ANGELES
PREVENTION AND AFTERCARE SERVICES**

Prevention and Aftercare Services (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2015, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

XXXXX
hereinafter referred to as
"CONTRACTOR".

RECITALS

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

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

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to ensure the health and well-being of children and family members residing in Los Angeles County; and

WHEREAS, pursuant to the provisions of Assembly Bill 776, a portion of the Federal Promoting Safe and Stable Families Funds may be designated to administer the COUNTY's Prevention and Aftercare Services (PAS) program for establishing a system of support for children and families; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, B, B-1, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, set forth below, are attached to and incorporated by reference in this Contract.

- Exhibit A: Statement of Work
- Exhibit B: Budget and Narrative
- Exhibit B-1: Pricing Schedule
- Exhibit C: CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- Exhibit D: CONTRACTOR's Acknowledgement and Confidentiality Agreement
- Exhibit E: CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit F: CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
- Exhibit G: Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H: Internal Revenue Notice 1015
- Exhibit I: Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- Exhibit J: Safely Surrendered Baby Law Fact Sheet
- Exhibit K: CONTRACTOR's Administration
- Exhibit L: COUNTY's Administration
- Exhibit M: Charitable Contributions Certification
- Exhibit N: Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
- Exhibit O: Confidentiality of CORI Information
- Exhibit P: Required Subcontract Components

- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, B, B-1, C, D, E, F, G, H, I, J, K, L, M, N, O, and P.

2.0 DEFINITIONS

- 2.1 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. **“Contract”** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - B. **“CONTRACTOR”** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - C. **“COUNTY”** – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
 - D. **“COUNTY’s Program Manager”** (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
 - E. **“Day” or “Days”** – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
 - F. **“DCFS”** - means COUNTY’s Department of Children and Family Services
 - G. **“Director”** - means COUNTY’s Director of Children and Family Services or his or her authorized designee.

- H. **"Fiscal Year(s)"** - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- I. **"Program"** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- J. **"Subcontract"** - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

3.0 TERM OF CONTRACT

- 3.1 The term of this Contract shall commence on the date of execution by the Director of DCFS and shall expire on December 31, 2017, with two one-year options to extend through December 31, 2019, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the term of this contract for up to two additional one-year periods for a maximum Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS by Amendment or written notice to the CONTRACTOR provided that approval of the County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 3.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after Chief Executive Office approval, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

4.0 CONTRACT SUM

- 4.1 The Maximum Annual Contract Sum for this contract is \$XXXXXX.

- 4.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B-1, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 6.0, Invoices and Payments, of this Contract.
- 4.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 4.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit L, County's Administration.
- 4.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit B, Line Item Budget herein referred to as "Budget and Narrative." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 4.7 CONTRACTOR may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs. Unless, the agency has a federally approved indirect cost rate letter of over 10%.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

5.1.1 Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.2 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

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

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

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

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

5.1.6 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in

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

- 5.1.7 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.
- 5.1.8 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 5.1.9 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.10 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.11 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- 5.1.12 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.13 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 5.1.14 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.15 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 5.1.16 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 5.1.17 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

5.2 Insurance Coverage Requirements:

- 5.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming

COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 5.2.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.
- 5.2.5 Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s)

who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

6.0 INVOICES AND PAYMENTS

- 6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in Exhibit B-1, Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) 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.
- 6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 15 days of the last day of the month in which the service was rendered. Any invoice submitted more than 15 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 6.4 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, A-122, Cost Principles for Non-Profit Organizations. CONTRACTOR is responsible for obtaining the most

recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

- 6.5 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: PAS Program Manager

- 6.6 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.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

6.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

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

6.11 Family Reunification Services

Ten percent (10%) of the total contract award shall be allocated for DCFS referred client receiving Family Reunification Services.

6.12 Structured Parent-Child and/or Family-Center Activities

CONTRACTOR shall invoice per family for all children participating in a particular structured parent-child and/or family centered activity at the same time. CONTRACTOR may invoice individually if the children in a family participate in separate activities.

6.13 Community Outreach and Internal Capacity Building

6.13.1 CONTRACTOR shall utilize a maximum of seven and a half percent (7.5%) of the total contract award for Community Outreach.

7.0 DISCRETIONARY FUNDS

7.1 **Two and half percent (2.5%) of the total contract amount** shall be used to assist families with Emergency Basic Support Services (EBSS). CONTRACTOR shall be reimbursed for allowable EBSS.

7.2 Up to five percent (5%) of the total contract amount is eligible to be used in the desirable visitation center.

8.0 DEAF AND HARD OF HEARING SERVICES

8.1 CONTRACTOR shall submit the Deaf and Hard of Hearing Request for Services Form, Technical Exhibit 11 for approval by DCFS Program Manager. Funding is limited and will be equally available for both CAPIT and Prevention and Aftercare Contractor's on a first come first serve basis.

- 8.2 CONTRACTOR shall use the Technical Exhibit 12 to invoice in arrears for services rendered in the previous month; all services in a given month should be billed to the County on one form (multiple forms may be included if more than 8 services are provided). The Technical Exhibit 12 should be received within fifteen (15) days of the last day of the previous month.
- 8.3 The Technical Exhibit 12 and original receipts/invoices should be mailed to: Department of Children and Family Services, 425 Shatto Place, Los Angeles, CA 90020. DCFS staff will notify the CONTRACTOR representative when the expense claim is approved or if it is being returned for further information/documentation.
- 8.4 Incomplete or inaccurate forms will be returned to the Contractor for resubmission.

9.0 CONTRACTOR MANDATORY ORIENTATION

- 9.1 CONTRACTOR shall attend a mandatory orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. **The orientation shall consist of a review of contract requirements, deliverables and other pertinent Contract components.** CONTRACTOR shall be notified at least two weeks in advance of the date, time, and location of the orientation.
- 9.2 DCFS will convene a meeting with representatives from the various SCSF Prevention and aftercare Services providers to develop a standardized needs assessment to be utilized in both Prevention and Aftercare Services programs. DCFS will solicit participation from awarded Contractors at a later date.

10.0 CONTINUOUS QUALITY IMPROVEMENT

- 10.1 CONTRACTOR Program Manager shall attend quarterly continuous quality improvement (CQI) meetings for the Safe Children and Strong Families service delivery model. Safe Children and Strong Families CQI meeting participants shall include all other Safe Children and Strong Families Contractors, County Program Managers and DCFS Regional Office Representatives.
- 10.2 CONTRACTOR Program Manager, or appropriate representative, shall attend all Prevention and Aftercare meetings as determined by COUNTY. Meetings to be scheduled by COUNTY at a minimum of quarterly.

11.0 HOURS OF OPERATION

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

11.1.1 CONTRACTOR shall adhere to the following hours of operations:

Monday through Friday from 8:00 a.m. to 5:00 p.m. and non-traditional hours Monday through Friday from 5:01 p.m. to 8:00 p.m. and Saturday or Sunday from 9:00 a.m. to 1:00 p.m.

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

11.2.1 CONTRACTOR shall obtain approval from the County Program Manager prior to any modification of operation hours. With any request to modify operation hours, CONTRACTOR shall submit to the County Program Manager data outlining how client needs will be met by the modification. Written approval of modified hours of operation shall be kept on file and made available to the CPM upon demand.

12.0 BACKGROUND AND SECURITY INVESTIGATIONS

12.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

12.2 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.

- 12.3 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.
- 12.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 12.5 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.
- 12.6 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.

13.0 CONFIDENTIALITY

- 13.1 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.
- 13.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 13.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D, "Contractor Acknowledgement and Confidentiality Agreement."
- 13.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit F, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

- 13.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit E, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 13.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 13.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 13.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 13.9 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.

13.10 Confidentiality Requirements for Probation Department

13.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

13.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit O, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

14.0 CONTRACTOR'S STAFF IDENTIFICATION

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

15.0 SUBCONTRACTING

15.1 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.

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

15.2.1 A description of the work to be performed by the Subcontractor;

15.2.2 A draft copy of the proposed subcontract; and

15.2.3 Other pertinent information and/or certifications requested by the COUNTY.

15.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same

manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

- 15.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 15.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 15.6 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.
 - 15.6.1 The COUNTY Program Manager shall ensure that approved sub-contracts include at a minimum, all of the contract components listed on Exhibit P.
- 15.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
 - 15.7.1 An executed Attachment E, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 15.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
 - 15.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 15.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

- 15.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 15.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 15.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

16.0 COMPUTER AND INFORMATION TECHNOLOGY REQUIREMENTS

- 16.1 CONTRACTOR shall provide a computer, within thirty (30) days of commencement of the Contract, and an agreement for the on-site maintenance for the entire term of the Contract with the following hardware:
- 16.1.1 Basic Computer
- 16.1.1.1 IBM or 100% compatible personal computer with at least Pentium Duo-Core and 1 gigahertz (GHz).
 - 16.1.1.2 Gigabytes of memory or more
 - 16.1.1.3 Desktop screen resolution of 1024 X 768
- 16.1.2 Software
- 16.1.2.1 Microsoft Windows XP (32-bit), Windows 7 (32-bit), or a fully compatible system
 - 16.1.2.2 Internet Explorer 7/8 or fully compatible internet browser software
- 16.1.3 Internet Access:
- 16.1.3.1 High Speed internet access (DSL or Cable Modem)
 - 16.1.3.2 Establish linkages with the automated Information Technology System (ITS)
- 16.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, when applicable.

17.0 CASE RECORDS

CONTRACTOR shall develop and maintain a written case record for each family receiving Prevention and Aftercare Services during the Contract term and make them available upon request by COUNTY. Each case record shall include, but not be limited to the following:

- 17.1 The Adoption Promotion and Support Services Referral Service form for DCFS families.
- 17.2 The Intake/Exit Program Referral form (completed by CONTRACTOR and/or Subcontractor).
- 17.3 The case progress notes from the CONTRACTOR and/or Subcontractor documenting the services provided and the family's progress. Case progress notes shall include, at a minimum, the date, time, the persons present, the issues discussed, the family's progress and the signature of the CONTRACTOR's/Subcontractor's staff.
- 17.4 The Adoption Promotion and Support Services Individual Family Service Log for each family, listing each Adoption Promotion and Support service the family received, the name of the agency providing the service, the family's attendance dates, and the service completion or service termination date.
- 17.5 CONTRACTOR shall maintain terminated case records for a minimum of five (5) years after each Contract period. These records shall be made available to the COUNTY upon demand. All records shall be kept in accordance with the Contract, Part II – Standard Terms and Conditions, Section 50.0, Record Retention and Inspection/Audit Settlement.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Manager

CONTRACTOR's Program Manager is designated in Exhibit K, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Manager.

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit L, 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 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.

2.2.1 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 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

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

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

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 7.0.

7.2 Except as provided in this Section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

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

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

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

7.4.3 The amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

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

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 COMPLAINTS

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

10.2 Within five (5) business days after Contract effective date, CONTRACTOR

shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

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

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

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

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

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

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

11.0 COMPLIANCE WITH APPLICABLE LAWS

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

11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and

regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

- 11.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 11.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 11.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

13.1 Written Employee Jury Service Policy

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

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

copy of the Jury Service Program shall be attached to the agreement.

13.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

13.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 CONDUCT OF PROGRAM

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

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of

CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

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

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

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

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

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

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

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit G, Auditor-Controller Contract Accounting and Administration Handbook.
- 18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which

indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

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

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

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

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

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

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

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

22.0 CONTRACTOR'S WORK

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

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

23.0 COUNTY'S QUALITY ASSURANCE PLAN

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

24.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

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

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

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

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

28.2 Default for Insolvency

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 Other Events of Default

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

29.0 FACSIMILE REPRESENTATIONS

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

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

30.0 FAIR LABOR STANDARDS

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

31.0 FIXED ASSETS

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

32.0 FORCE MAJEURE

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

shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

33.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

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

34.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

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

35.0 INDEMNIFICATION

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

36.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

37.0 LIQUIDATED DAMAGES

- 37.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 37.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is agreed upon at such time, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 37.3 The action noted in Sub-section 37.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

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

38.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

39.0 MOST FAVORED PUBLIC ENTITY

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

40.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

40.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

41.0 NON EXCLUSIVITY

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

42.0 NOTICE OF DELAYS

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

43.0 NOTICE OF DISPUTE

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

44.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

45.0 NOTICES

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

46.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

47.0 PROPRIETARY RIGHTS

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

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

48.0 PUBLIC RECORDS ACT

- 48.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 48.0 - Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 48.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to

defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

49.0 PUBLICITY

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

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

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

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

50.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

50.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

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

information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

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

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

51.0 RECYCLED-CONTENT PAPER

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

52.0 SAFELY SURRENDERED BABY LAW

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

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

52.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

53.0 SHRED DOCUMENT

53.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these

documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

- 53.2 Documents for record and retention purposes in accordance with Subsection 50.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

54.0 SUBCONTRACTING

- 54.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 54.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 54.2.1 A description of the work to be performed by the Subcontractor;
- 54.2.2 A draft copy of the proposed subcontract; and
- 54.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 54.3 CONTRACTOR shall be limited to sub-contracting a maximum of three of the following services: (1) Therapy; (2) Mentoring; (3) Support groups.
- 54.4 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 54.5 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.
- 54.6 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.

- 54.7 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 54.7.1 The COUNTY Program Manager shall ensure that approved subcontracts include at a minimum, all of the contract components listed on Exhibit P.
- 54.8 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 54.8.1 An executed Exhibit F, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 54.8.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I – Unique Terms and Conditions, Section 5.0, Insurance Coverage requirements, of this Contract, and
- 54.8.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 54.9 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 54.10 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 54.11 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.
- 54.12 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other

compensation for any Subcontractors or their officers, employees and agents.

55.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

55.1.1 CONTRACTOR has materially breached this Contract;

55.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

55.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

55.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 53.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

55.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor,

and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

55.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 55.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

55.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 55.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 55.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

55.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Standard terms and Conditions, Section 35.0 - Indemnification.

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

56.0 TERMINATION FOR CONVENIENCE

- 56.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- 56.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 56.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 56.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 56.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

57.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

58.0 TERMINATION FOR INSOLVENCY

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

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

58.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

58.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

58.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

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

59.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

60.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

61.0 TIME OFF FOR VOTING

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

62.0 USE OF FUNDS

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

63.0 VALIDITY

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

64.0 WAIVER

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

65.0 WARRANTY AGAINST CONTINGENT FEES

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

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

66.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

XXXXX
Name of Agency

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

XXXXX
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

By _____
David Beudet, Senior Deputy County Counsel



STATEMENT OF WORK
PREVENTION and AFTERCARE SERVICES

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SECTION A - PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's 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 community and contracting partners.

SECTION B – PROJECT FOUNDATION

1.0 PURPOSE

The Program's objectives are to provide a comprehensive, integrated continuum of strength-based, family-centered and community-oriented resources directed to vulnerable children and families in Los Angeles County.

The delivery of Prevention and Aftercare Services will be designed to strengthen family resilience and nurture the development of healthy behaviors. The objectives of these services include: 1) Prevention of maltreatment before it occurs; 2) Prevention of child abuse/neglect among families at risk through the provision of supportive family services; and 3) Increased child safety within the home and preservation of families in which children have been maltreated, when the family's problems can be effectively addressed.

Note: There is a designated countywide Prevention and Aftercare Services contract to meet the language needs of the Asian Pacific Islander clients and a designated countywide Prevention and Aftercare Services contract to meet the cultural needs of the American Indian/Alaska Native clients. These contracts are paired with two Child Abuse and Neglect Prevention, Intervention and Treatment (CAPIT) contracts designated to meet the needs of these populations.

The Five Protective Factors are the foundation of the Strengthening Families approach. Extensive research support the common-sense notion that when these

Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminishes. Please see Strengthening Families Protective Factors Framework, Attachment Q (Center for the Study of Social Policy's Strengthening Families™ Approach).

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

Levels of Prevention

Prevention and Aftercare Services aim to stop child maltreatment before it occurs, mitigate risk factors associated with child abuse and/or neglect, reduce the negative consequences of maltreatment, and prevent re-maltreatment and/or reentry into the public child welfare system. Approaches to prevention can be classified into three levels:

Primary Prevention - Services and supports intended to assist families within the general population to prevent child maltreatment before it ever occurs.

Secondary Prevention – Services and supports intended to address the needs of at risk families known to the public child welfare system in effort to prevent child maltreatment.

Tertiary Prevention – Services and supports intended to address the needs of at risk families in which child maltreatment has already occurred in effort to treat its negative impact and prevent further abuse or neglect.

2.0 TARGET POPULATIONS

Through varied levels of prevention, Safe Children and Strong Families (SCSF) Prevention Services target the following population residing in Los Angeles County:

2.1 Children and families residing in the community.

- 2.2 At risk children and families, self referred or referred by community stakeholders such as schools, hospitals and law enforcement agencies, who are in need of services to prevent future child maltreatment and/or DCFS involvement.
- 2.3 DCFS referred children and families with unfounded, closed child abuse referrals in need of services to prevent future child maltreatment and/or DCFS involvement.
- 2.4 DCFS referred clients, who are receiving Family Reunification services. Ten (10) percent of the total Prevention and Aftercare Services contract shall be allocated for use with this population.
 - 2.4.1 For the County-Wide Asian and Pacific Islander Contract Only: Any child or family need services in an API language.
 - 2.4.2 For the County-Wide American Indian/Alaska Native Contract Only: Any American Indian/Alaska Native children and families.
- 2.5 With a focus on tertiary prevention strategies, Aftercare Services target the following population residing in Los Angeles County:
 - 2.5.1 DCFS referred children and families, who have exited the public child welfare system and are in need of services to prevent subsequent child maltreatment and/or DCFS involvement.

SECTION C – SERVICE DESCRIPTION

3.0 SCOPE OF WORK

- 3.1 SCSF Prevention and Aftercare Services build upon lessons learned from Los Angeles County initiatives designed to address factors considered to be the root causes of harm to families and communities; which ultimately play key roles in the occurrence of child maltreatment. These risk factors include, but are not limited to, poverty, unemployment, inadequate access to quality education, inadequate access to safe and affordable housing, inadequate access to health and dental care, and social isolation.

Prevention and Aftercare services contracts shall be awarded by Service Planning Area (SPA). CONTRACTOR shall ensure that all clients residing within the contracted SPA have adequate access to Prevention and Aftercare services. Prevention and Aftercare services shall be geographically accessible to clients. There may be areas within a SPA with a high demand for services. CONTRACTOR AND COUNTY may work collaboratively to identify and assess factors that may contribute to a high need for services in a particular area. COUNTY reserves the right to determine high demand areas requiring increased Prevention and Aftercare service provision.

- 3.2 In an effort to address and diminish risk factors that may lead to child abuse and/or neglect, Prevention and Aftercare Services strives to facilitate the following outcomes:

- 3.2.1 Reduced Social Isolation through the Development of Healthy Communities and Social/Interpersonal Connectedness;
- 3.2.2 Increased economic opportunities and development; and
- 3.2.3 Increased access to and utilization of beneficial services, activities, resources and supports;
- 3.2.4 These outcomes can only be achieved through the development of meaningful partnerships between families, community based organizations, including faith based, community stakeholders, DCFS, and other County agencies.
- 3.2.5 As a result, Prevention and Aftercare Services Contractors shall be required to collaborate both formally and informally with community based organizations, County agencies and other community stakeholders to fulfill the requirements described in the Scope of Work.
- 3.3 CONTRACTOR shall be required to subcontract a minimum of thirty-five percent (35%) of Prevention and Aftercare Services funding through written subcontracts with an array of community partners whose subcontracted services, resources and/or activities are directly related to the achievement of the goals and objectives and to the successful implementation of program activities.
- 3.4 Contractor shall provide the services and supports delineated in the Scope of Work to prevent initial referrals generated by the Child Abuse Hotline; substantiated allegations of child abuse and/or neglect; newly opened child welfare cases; and child removals and placement in out of home care among community and self referred Prevention Services clients.
- 3.5 Contractor shall coordinate and collaborate with other SCSF Contractors to facilitate successful client navigation across the service delivery continuum.
- 3.6 CONTRACTOR shall provide the following Prevention and Aftercare Services as they are described in the Scope of Work:
 - 3.6.1 Administrative Costs (up to 10% of the total contract amount).
 - 3.6.2 Case Navigation, including linkage services.
 - 3.6.3 Community Outreach and Capacity Building.
 - 3.6.4 Management of Discretionary Funds New, Expanded and Specialized Services and Supports:
 - 3.6.4.1 Community Directed Discretionary Funds; and
 - 3.6.4.2 Emergency Basic Support Services (up to 2.5% of the total contract amount).

3.6.5 Implementation of services, activities and/or programs developed with County Directed Discretionary funds.

3.6.6 Desirable Visitation Center (up to 5% of the total contract amount)

4.0 DIFFERENTIAL RESPONSE PATH 1 (This program is not being implemented; however, County reserves the right to implement if funding becomes available).

4.1 Differential Response Path 1 implementation is contingent upon funding. Prevention and Aftercare contractors shall provide DR Path 1 services if the program is implemented.

4.2 Differential Response Target Population: DCFS referred children and families with evaluated out child abuse and/or neglect referrals, who are in need of services to prevent future child maltreatment and/or DCFS involvement.

4.3 Differential Response (DR) Path 1 services are indicated when allegations of child maltreatment reported to the Child Protection Hotline (CPH) do not meet the legal criteria of child abuse or neglect, include no known child safety factors and are evaluated out; however, the family is in need of services to build protective factors and prevent future child maltreatment and/or DCFS involvement. See Exhibit 10 for examples of allegations, that in and of themselves, do not constitute appropriate child abuse referrals, but would be appropriate for DR Path 1 services. In these instances, although an in person response from DCFS is not warranted, families may benefit from the services of a community based agency. Through Differential Response Path 1, COUNTY Child Protection Hotline (CPH) will refer families with evaluated out referrals directly to Prevention and Aftercare Services Contractors to receive these services.

4.4 Multidisciplinary Team

4.4.1 Multidisciplinary Teams will be utilized to provide Differential Response Path1 services to Prevention and Aftercare Services clients. The Welfare and Institutions Code (WIC) allows for the disclosure and/or exchange of otherwise confidential information regarding a family through the formation of a Multidisciplinary Team (MDT). The DR Path 1 MDT, comprised of three (3) or more persons trained in the prevention, identification and/or treatment of child abuse and neglect, is convened to share information pertinent to the prevention and treatment of child abuse and neglect. This information may be shared amongst the MDT members during a telephonic or electronic MDT conference. The Differential Response Path 1 MDT shall be comprised of two (2) COUNTY designees and at least one CONTRACTOR designee. CONTRACTOR shall provide to Program Manager completed Multidisciplinary Team Designee (Primary), Exhibit 8, and Multidisciplinary Team Designee (Secondary), Exhibit 9.

4.5 CONTRACTOR shall participate in MDT conferences and designate, at minimum, a primary and secondary (back up) participant for the DR Path 1 MDT.

- 4.6 CONTRACTOR's MDT designee shall participate in monthly SCSF DR Path 1 Meetings, as scheduled by COUNTY.
- 4.7 CONTRACTOR's MDT designees shall be trained by CONTRACTOR on the California Child Abuse and Neglect Reporting Act; specifically, (1) mandated reporting, (2) confidentiality and (3) identification and reasonable suspicion of child abuse and neglect.
- 4.8 CONTRACTOR shall maintain completed Differential Response Path 1 Multidisciplinary Team Designee Forms for all Contractor staff who serve as MDT designees. The Differential Response Path 1 Multidisciplinary Team Designee Forms shall be kept on file and made available to COUNTY Program Manager upon request.
- 4.9 Differential Response Path 1 Referral Process
- 4.9.1 CONTRACTOR shall accept MDT conference requests from COUNTY Child Protection Hotline telephonically, electronic and/or via fax.
- 4.9.2 CONTRACTOR shall participate in telephonic and/or electronic MDT conferences within one (1) business day of receiving the MDT conference request, or as designated by COUNTY Child Protection Hotline.
- 4.9.3 CONTRACTOR shall accept the DCFS approved DR Path 1 referral form from the designated DCFS Child Protection Hotline representative.
- 4.9.4 CONTRACTOR shall maintain a log of all DR Path 1 MDT conferences to include the date of the conference request, date conference held, type of conference, i.e., telephonic or electronic, date of initial contact attempt and type of contact attempt, i.e., telephonic and/or face-to-face. This log shall be kept on file and made available to County Program Manager upon request.
- 4.9.5 CONTRACTOR shall make face-to-face contact with the referred family within two (2) business days of receipt of the DR Path 1 referral. CONTRACTOR shall document all efforts to make face-to-face contact with the family.
- The initial face-to-face contact with family shall be made by staff at the bachelor level or higher. Subcontracting of DR Path 1 services is permissible.
- 4.9.6 CONTRACTOR shall provide all Prevention services and supports delineated in the Scope of Work to DR Path 1 clients as necessary.

5.0 CASE NAVIGATION

CONTRACTOR shall ensure that Case Navigation Services, as identified below, are available to families referred for Prevention or Aftercare Services. Subcontracting of Case Navigation Services is permissible.

- 5.1 CONTRACTOR shall accept DCFS, other County Contractors and community referrals.
- 5.1.1 CONTRACTOR shall accept the DCFS approved referral form from the designated DCFS representative.
- 5.1.2 CONTRACTOR shall verify that the family does not have an open case with another SCSF Contractor by asking the client at the time of intake and/or searching a COUNTY maintained database. If the family has an open case with another SCSF Contractor, provision of any non-duplicative service which has been identified as a need, in addition to linkage services, is permissible. COUNTY shall provide training and technical assistance regarding COUNTY database as required.
- 5.1.3 CONTRACTOR shall assess all children and families for Asian Pacific Islander language needs and for American Indian/Alaska Native identification. If the family has an Asian Pacific Islander language need that the CONTRACTOR cannot provide, the CONTRACTOR may refer the family to the county-wide Asian Pacific Islander Prevention and Aftercare Services contractor or any other appropriate agency. If the family identifies as American Indian/Alaska Native the CONTRACTOR will offer to refer the family to the county-wide American Indian/Alaska Native Prevention and Aftercare Services contractor, or any other appropriate agency, and refer at the request of the family.
- 5.1.4 For County-Wide American Indian/Alaska Native Contract and Asian Pacific Islander Contracts only: CONTRACTOR shall accept and give priority to referrals from other SCSF Prevention and Aftercare Services contractors.
- 5.1.5 DCFS referred clients receiving Family Reunification services shall be eligible for all services outlined in the Scope of Work. Ten (10) percent of the total Prevention and Aftercare Services contract amount shall be allocated for use with this population.
- 5.2 CONTRACTOR shall make telephonic contact with the family within two business days of receipt of the DCFS approved referral form for DCFS referred clients.
- 5.3 CONTRACTOR shall notify the designated DCFS representative within four (4) business days when CONTRACTOR is unable to make contact with the DCFS referred family for DCFS referred clients.
- 5.4 CONTRACTOR shall, for all DCFS referred families, within fifteen (15) business days of the first contact meet with the family to identify strengths, existing protective factors and conduct a needs assessment, (including information contained in the DCFS referral form for DCFS referred families), to develop an individualized service plan. CONTRACTOR shall, when deemed necessary,

conduct a needs assessment and develop an individualized service plan with other Prevention and Aftercare Services clients.

- 5.4.1 Consistent with the Strengthening Families: Protective Factors Framework CONTRACTOR shall ensure that the individualized service plan is developed in partnership with the family and is signed by the family, denoting their acceptance of the plan.
- 5.4.2 CONTRACTOR shall make the individualized service plan and completed needs assessment available to COUNTY Program Manager upon request.
- 5.5 CONTRACTOR shall, at the initiation of Prevention or Aftercare Services, actively plan for client self sufficiency. At the time of conclusion of Prevention and Aftercare Services CONTRACTOR shall conduct an exit planning meeting with the family to discuss their plan for sustaining all progress made. CONTRACTOR shall conduct a needs assessment to assess the family's status at the time of termination for all DCFS referred families.
- 5.6 CONTRACTOR shall, at three month intervals, conduct ongoing reviews and documentation of the family's progress toward achieving their goals as identified in their written individualized service plan for all DCFS referred clients.
- 5.7 CONTRACTOR shall complete the Prevention and Aftercare Services Individual Family Service Log, Exhibit 4, for DCFS referred families and those receiving EBSS. CONTRACTOR shall update the Prevention and Aftercare Services Individual Family Services Log by the 15th of each month. Contractor shall make the Prevention and Aftercare Services Individual Family Service Log available to the County Program Manager upon request. This deliverable shall be voided with implementation of the COUNTY maintained database.
- 5.8 CONTRACTOR shall provide Prevention or Aftercare Services in the family's home, school, workplace or any other agreed upon place by the family and Contractor, thereby, making Prevention or Aftercare Services accessible and convenient for families and reducing barriers to family participation.
- 5.9 If the family's needs are assessed to be beyond the scope of what CONTRACTOR can provide, CONTRACTOR shall within ten (10) days, coordinate and collaborate with other SCSF County CONTRACTORS or community based organizations in the SPA to link the family to the necessary services; thereby, tailoring continuing services to the family's needs, reducing duplication of services and ensuring continuity of care.
- 5.10 In the event that the CONTRACTOR establishes a waiting list, clients that have been wait listed in excess of five (5) business days shall be referred to and linked with other County CONTRACTORS or community based organizations in the SPA for service provision. In the event that the client has been placed on a waiting list with the only available resource, CONTRACTOR shall document the circumstances in the case notes. CONTRACTOR shall make a current wait list available to COUNTY Program Manager upon request.

5.11 CONTRACTOR shall ensure that clients are linked with service providers that are easily accessible geographically and within hours of operation.

5.11.1 CONTRACTOR shall document all linkage referrals on the Prevention and Aftercare Services Linkage Log, Exhibit 3.

Please refer to Attachment O, for a list of linkage services for Prevention and Aftercare Services.

5.11.2 CONTRACTOR shall, when DCFS family moves out of the area served by the CONTRACTOR, refer the family to another Prevention and Aftercare Services CONTRACTOR as appropriate.

6.0 COMMUNITY OUTREACH AND CAPACITY BUILDING

6.1 Community Outreach. Subcontracting of Community Outreach and Capacity Building activities is permissible.

6.1.1 CONTRACTOR shall, at a minimum of once annually, actively engage the community by providing outreach to promote child safety, empower families, and identify at risk families.

6.1.2 Outreach efforts shall be provided to increase community awareness of child abuse and neglect, as well as promote the availability of Prevention and Aftercare services. Outreach efforts may include:

- Community trainings on the prevention of child abuse and neglect;
- Child abuse and neglect awareness campaigns; and
- Media based public service announcements (PSA) on the prevention of child abuse and neglect.
- Neighborhood Action Councils (NAC)
- Community Action Group (CAG)
- Shared Leadership in Action Councils

6.1.3 CONTRACTOR shall maintain documentation to support its outreach efforts. This documentation shall be made available to the COUNTY Program Manager upon request.

6.2 Capacity Building

6.2.1 CONTRACTOR shall continually build its network of community partners that provide services to children and families to enhance and expand their service array.

6.2.2 CONTRACTOR shall, at a minimum of once quarterly, engage in activities that improve its capacity to coordinate quality service planning and delivery. Internal capacity building activities may include:

- 6.2.2.1 In service training on the prevention of child abuse and neglect for CONTRACTOR staff;
 - 6.2.2.2 Other professional development activities, such as conference attendance and continuing education on the prevention of child abuse and neglect;
 - 6.2.2.3 Cross training on the prevention of child abuse and neglect with Community Partners; and
 - 6.2.2.4 Inclusion of CONTRACTOR staff and/or Community Partners in continuous quality assurance efforts.
 - 6.2.2.5 Inclusion of Neighborhood Action Councils, Shared Leadership in Action Councils and Community Action Groups in continuous quality assurance efforts.
- 6.3 CONTRACTOR shall maintain documentation to support its capacity building efforts. This documentation shall be made available to the COUNTY Program Manager upon request.

7.0 NEW, EXPANDED AND SPECIALIZED SERVICES AND SUPPORT

- 7.1 New, expanded and specialized services and supports shall be implemented and funded through the use of discretionary funds, as necessary to achieve program goals and outcomes. CONTRACTOR may work to achieve programmatic goals and objectives through direct service provision, subcontracting or linkage services. COUNTY Program Manager has discretion to terminate approved use of discretionary funds.
- 7.2 Discretionary funds are divided into three distinct categories:
- 7.2.1 Community Directed Discretionary Funds, to be utilized to fund activities, services and/or programs to address an unmet need for the target population as identified by Contractor.
 - 7.2.2 County Directed Discretionary Funds, to be utilized at the SPA level to fund activities, services and/or programs to address an unmet need for the target population as identified by DCFS.
 - 7.2.3 Emergency Basic Support Services, to be utilized to assist families with obtaining basic necessities of life.

7.3 COMMUNITY Directed Discretionary Funds

- 7.3.1 Community Directed Discretionary Funds shall be used to fund activities and/or programs that satisfy one or more of the following criteria:
- 7.3.2 Evidenced Based Practices.

- 7.3.3 Promising Approaches including new programs developed by CONTRACTOR that address an unmet need, as approved by COUNTY Program Manager. At the time of request, CONTRACTOR shall provide a proposal supporting the efficacy of the promising approach.
- 7.3.4 Services and/or programs of which CONTRACTOR has had prior experience and deem effective. At the time of request, CONTRACTOR shall provide a proposal supporting the efficacy of the program.
- 7.3.5 Expansion of existing successful activities, services and/or programs. At the time of request, CONTRACTOR shall provide a proposal supporting the efficacy of the activity, service and/or program.
- 7.3.6 Through the use of Community Directed Discretionary funds, CONTRACTOR shall create comprehensive, strengths-based, child abuse and neglect prevention programs that are inclusive of existing formal and informal partnerships with community agencies and stakeholders and designed to achieve the following programmatic goals and outcomes:
1. Reduce social isolation through the development of healthy communities and social/interpersonal connectedness.
 2. Increase economic opportunities and development.
 3. Increase access to and utilization of beneficial services activities, resources, and supports.

CONTRACTOR must address all three (3) goals by performing at least one (1) activity from the categories listed below for each of the three goals.

7.3.6.1 Reduce Social Isolation through the Development of Healthy Communities and Social/Interpersonal Connectedness. Social isolation is a risk factor for child abuse and neglect. Increases in social and community “connectedness” reduces social isolation and can lead to the development of emotional and concrete support for families; which is associated with diminished risk of child maltreatment.

7.3.6.1.1 CONTRACTOR shall provide at least one (1) activity from the following categories:

- Networking and Collaborative Activities. These neighborhood based activities offer a range of opportunities for participation and build infrastructure within the community. *Example: Monthly Community Family Nights/Resource Fair.*
- Family and Resident Activities. These activities welcome and support families. Parent/adult activities may be

concurrent with child and youth focused activities. Community and/or family leadership forums *include youth input into decision-making. Example: Faith based peer support group.*

- Family Support Activities. These activities support the development of protective factors and include community based parent classes, groups, meetings, and activities, that focus on social connections, knowledge of parenting and child development, and community resources/services. *Example: Fatherhood oriented parenting education.*
- Neighborhood Pride and Engagement Activities. These activities and/or projects focus on healthy socialization and instilling pride in community residents. *Example: Community Gardening Club.*
- Relationship, Empowerment and Community Organizing Activities. These activities foster community engagement and networking through community projects that focus on strengthening bonds between families, neighbors, local government, school systems, and other community stakeholders. *Example: Joint Resident and Law Enforcement Community Action Group.*

7.3.6.2 Increase Economic Opportunities and Development. Inadequate access to basic needs of life is a risk factor for child abuse and neglect. Improvement in family economic conditions, including the ability to access services and goods to meet basic needs, reduces stress and deprivation and is associated with reduced occurrences of child maltreatment.

7.3.6.2.1 CONTRACTOR shall provide at least one (1) activity from the following categories:

- Economic Development and Support Activities. These activities assist families with the provision of concrete support in times of need, as well as opportunities for economic development, programs, projects, groups, activities, job training and resources. *Example: Free tax preparation services, particularly to families eligible for the Earned Income Tax Credit.*
- Financial Literacy Activities. These activities facilitate the development of a set of skills and knowledge that allows an individual to make informed and effective decisions through their understanding of finances. *Example: Household budgeting workshop.*

- Employment Training and Placement Activities. These activities facilitate job training and job placement in fields which have a direct connection to living wage jobs. *Example: Census job training.*

7.3.6.3

Increase Access to and Utilization of Beneficial Services, Activities, Resources and Supports. Families benefit from easily accessible, self-chosen activities, resources, services and supports. When these services develop and/or strengthen parental/caregiver protective factors, child safety and well being is increased.

7.3.6.3.1 CONTRACTOR shall provide at least one (1) activity from the following categories:

- Institutional Transformation Activities. These activities support the development and/or expansion of early childhood education programs and youth development programs. *Example: Development of art program that allows preschool age children to non verbally express themselves.*
- Family Support Activities These activities strengthen (1) the development of parental/caregiver knowledge of parenting and child development, (2) parental/caregiver knowledge of how to access concrete support in times of need, (3) parental/caregiver resilience, and (4) the overall development of healthy social connections. *Example: Teen/young adult parent support group.*
- Youth Development Activities. These activities help to ensure that school age children are safe, healthy and ready to do well in school every day. Additionally, these activities are designed to ensure that youth (1) have safe and positive afterschool activities in which to engage, (2) caring adults to serve as guides, (3) are valued in their community, and, (4) are comfortable with people from different backgrounds. *Example: Community teen club.*
- Activities Supporting the Available Services and Resources. These activities focus on ensuring the availability of a range of various activities, services and supports for all family members. These activities, services and supports should facilitate (1) increases in healthy family functioning, (2) improvement in mental/emotional well-being, (3) decreases in substance abuse, (4) decreases in youth maladaptive behavior, and (5) improvement in overall safety, health and learning for

families. *Example: Community based resources warm line.*

- 7.3.7 CONTRACTOR shall describe, in detail, specific tasks, activities and strategies proposed to accomplish the programmatic goals and outcomes delineated in the Scope of Work.
- 7.3.8 Prevention and Aftercare Services shall respond to the desires expressed by families, including connections to economic networks, social networks of kin and neighbors, and high-quality services that show respect for families.
- 7.3.9 Activities shall respond to a broad array of family desires and concerns in specific neighborhoods, rather than being aligned with silos of existing service systems or limited to matching family problems with specific service programs.
- 7.3.10 Specific, detailed tasks, tactics, strategies, programmatic goals and outcomes may be achieved through direct service provision subcontracting or linkage services.
- 7.3.11 Use of Community Directed Discretionary Funds for the implementation of new Prevention and Aftercare Services programs, services and/activities designed to achieve programmatic goals and outcomes identified in the Scope of Work requires pre-approval by the COUNTY Program Manager.
- 7.3.12 CONTRACTOR shall complete and submit the Prevention and Aftercare Services Request Form to the COUNTY Program Manager for approval of new implementation of programs, services and activities.
- 7.3.13 Contractor shall document on Exhibit 2, Discretionary Funds Request Form the:
- Type of activity, service and/or program;
 - Purpose of and need addressed by the activity, service and/or program;
 - Cost of activity, service and/or program;
 - Number of clients served by the activity, service and/or program projected line item budget;
 - Description of outcome goals to be achieved through the proposed service, activity and/or program;
 - Evaluation component of the proposed service, activity and/or program, including evaluation method and instruments; and
 - Prevention Services Monthly Summary Report, Exhibit 7.
- 7.3.14 County Program Manager shall approve or deny the implementation request in writing within two weeks of receipt of the Prevention and Aftercare Services Request Form from CONTRACTOR.

7.4 COUNTY Directed Discretionary Funds

7.4.1 COUNTY has discretion to utilize up to ten percent (10%) of the total contract amount for the implementation of DCFS directed and approved activities, services and/or programs that meet the needs of children and their families in the contracted SPA. CONTRACTOR shall implement COUNTY Directed programs, services and/or activities that satisfy one or more of the following criteria:

7.4.1.1 Evidenced Based Practices.

7.4.1.2 Services and/or programs of which CONTRACTOR has had prior experience and deem effective.

7.4.1.3 Expansion of existing activities, services and/or programs

7.4.1.4 DCFS Regional Managers within each SPA and CONTRACTOR shall jointly identify new activities, services and/or programs to be implemented; however, DCFS Regional Manager shall make the final determination. DCFS Regional Manager and CONTRACTOR shall sign the Discretionary Funds Request Form and submit to COUNTY Program Manager for approval.

7.4.1.5 COUNTY Program Manager shall approve all activities, services and/or programs and sign the Discretionary Funds Request Form prior to use of these funds. COUNTY directed Discretionary Funds are not to be utilized without COUNTY approval.

7.5 Emergency Basic Support Services (EBSS)

7.5.1 CONTRACTOR may utilize up to two and one half percent (2.5%) of the total contract amount for Emergency Basic Support Services (EBSS) as identified on the EBSS Request Form, Exhibit 1. CONTRACTOR shall be reimbursed for allowable EBSS. Allowable EBSS may include:

- Clothing, utilities, food, furniture, household items, or school items;
- Transportation services, i.e., bus tokens/bus passes;
- Housing assistance; and
- Minor home, car, appliance repair and gasoline.

7.5.2 CONTRACTOR shall provide assistance with obtaining EBSS only if aid is unavailable through any other means to the family. Efforts to obtain assistance through other means shall be documented on the EBSS Request Form, Exhibit 1.

7.5.2.1 These services shall prevent/reduce the risk of family disruption and shall be directly related to the family plan goal.

7.5.2.2 EBSS shall not exceed five hundred dollars (\$500) per family, per Contract year.

7.5.2.2.1 COUNTY Program Manager has the discretion to approve EBSS in excess of \$500 per family, per contract year under extraordinary circumstances and on a case by case basis. CONTRACTOR shall not provide EBSS in excess of \$500 per family, per contract year without written approval from COUNTY Program Manager.

7.5.2.3 EBSS shall be made available to families receiving both Prevention and Aftercare Services. Emergency Basic Support Services shall not be the sole service provided to the family.

7.5.2.4 CONTRACTOR shall document in the case record and on the Emergency Basic Support Services Request Form, Exhibit 1.

- All services that the family is receiving;
- The type of EBSS provided;
- The reason for providing the EBSS; and
- All original receipts with dollar amount and date of services or items purchased.

7.5.2.5 CONTRACTOR shall make the EBSS Request Form, Exhibit 1, available to COUNTY Program Manager upon request.

7.5.2.6 CONTRACTOR shall, on a monthly basis, submit all completed EBSS Request Forms Exhibit 1, and the Monthly Reimbursement Invoice, Exhibit 5, for items purchased with all original receipts attached.

7.5.2.7 Direct distribution of Prevention and Aftercare Services monies to families by CONTRACTOR is prohibited.

7.6 Desirable Visitation Center

7.6.1 CONTRACTOR may utilize up to five percent (5%) of the total contract amount for a visitation center.

7.6.2 CONTRACTOR shall provide services, activities and/or a neutral setting to facilitate safe parental visitation and/or access to their children.

7.6.3 CONTRACTOR shall make visitation center services, activities and/or setting available to self-referred, community and DCFS referred clients.

7.6.4 CONTRACTOR shall submit a written description of the visitation center program design to COUNTY Program Manager for preapproval prior to use of funds.

8.0 STAFFING

- 8.1 CONTRACTOR shall have a CONTRACTOR Program Manager (PM).
 - 8.1.2 PM shall have, at minimum, a Bachelor's degree in a social science or a closely related field and two years full-time management experience in a social service agency.
- 8.2 CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served.
- 8.3 CONTRACTOR shall ensure all providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community serviced.
- 8.4 CONTRACTOR shall provide the COUNTY Program Manager, at the beginning of each Contract term and within thirty (30) calendar days of any staff change(s), a roster of all staff that includes:
 - 8.4.1 Name and positions;
 - 8.4.2 Work schedule; and
 - 8.4.3 FAX and telephone numbers.
- 8.5 CONTRACTOR shall notify the COUNTY Program Manager in writing of any change(s) in CONTRACTOR's key personnel no more than three (3) business days after the change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occur as a result of the change in personnel.
- 8.6 CONTRACTOR shall provide regular supervision to all staff that provides program services under this contract. Copies of sign-in logs, agendas and any other supervision materials shall be made available to the COUNTY Program Manager upon request. Supervision may take place individually or as a group.
- 8.7 CONTRACTOR shall maintain documentation in the personnel files of all staff providing program services:
 - 8.7.1 All training hours and topics;
 - 8.7.2 Copies of resumes, degrees and professional licenses; and
 - 8.7.3 Criminal clearances.

9.0 REPORTS AND RECORD KEEPING

- 9.1 CONTRACTOR shall provide COUNTY with a monthly report, Exhibit 6, and a monthly report summary, Exhibit 7, for the previous month indicating the work and activities performed.
- 9.1.1 CONTRACTOR shall submit a monthly report, and a monthly report summary, to DCFS' Community Based Support Division no later than fifteen (15) days after the end of each calendar month for the fiscal year. The reports shall clearly reflect all required information as specified on the monthly report form and shall be transmitted by e-mail, mailed, or delivered to DCFS' Community Based Support Division, 425 Shatto Place, Room 301, Los Angeles, CA 90020.
- 9.1.2 CONTRACTOR shall include in the monthly report, and the monthly report summary copies of any 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.
- 9.2 CONTRACTOR shall provide COUNTY with quarterly and annual reports.
- 9.2.1 The quarterly report shall be submitted electronically on or before the 10th day of October, January, April and July of the contract period. The format of the quarterly report shall be approved by the County's Program Manager.
- 9.2.2 The annual report shall be submitted electronically within 20 business days of the end of the contract period. The format of the annual report shall be approved by the County's Program Manager.
- 9.2.3 CONTRACTOR shall, in the annual report, document Strengthening Families: Protective Factor outcomes.
- 9.3 CONTRACTOR shall maintain and make available to COUNTY Program Manager, upon request, all program and client records as follows:
- 9.3.1 Linkages to contracted and non contracted community providers;
- 9.3.2 Individualized Family Service Plan, including needs assessment;
- 9.3.3 Discretionary Funds Request Form; and
- 9.3.4 Emergency Basic Support Services Request Form.

10.0 QUALITY ASSURANCE PLAN

The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met.

- 10.1 CONTRACTOR shall submit a draft of its QAP for evaluation to demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan shall be provided to the COUNTY Program Manager within thirty (30) days of the Contract start date and as changes occur.
- 10.2 The original QAP and any revisions thereto shall include, but not be limited to, the following:
- 10.2.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work, Performance Outcome Measures. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - 10.2.2 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.
- 10.3 CONTRACTOR shall not utilize any employee or Subcontracted Network Partner, whose work has been deemed deficient and unacceptable by the COUNTY.
- 10.3.1 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.
 - 10.3.2 The QAP will be reviewed annually by CONTRACTOR and COUNTY Program Manager and revised, if needed.

11.0 QUALITY ASSURANCE MONITORING

The COUNTY Program Manager, or other personnel authorized by the COUNTY, will monitor and evaluate CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work, Performance Outcome Measures. All monitoring will be conducted in accordance with Part II, COUNTY's Quality Assurance Plan, of the Contract.

- 11.1 CONTRACTOR will be subject to a program review by the COUNTY, at a minimum of once per year, for the period of the contract. CONTRACTOR shall make available to the COUNTY, upon request, the following records for review:
- 11.1.1 Personnel records, pertaining to current paid and volunteer staff;
 - 11.1.2 Client Case Records;
 - 11.1.3 Financial Records;
 - 11.1.4 If CONTRACTOR performance requirements are not met, the COUNTY Program Manager may call CONTRACTOR, and/ or send CONTRACTOR

a User Complaint Report (UCR), Exhibit 13. CONTRACTOR shall respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the COUNTY Program Manager.

11.1.4.1 CONTRACTOR shall submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the technical review, including billing deficiencies, within forty-five (45) calendar days of the receipt of the Technical Review Findings.

12.0 TRANSFER OF RECORDS

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

12.2 Prior to contract termination or non-renewal of contract, contractor shall, at no additional cost to County, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. Contractor shall keep copies of all transferred cases for their own records. The transitional plan shall be made in consultation with the County Program Manager at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

13.0 EVALUATION

13.1 CONTRACTOR shall actively participate in annual performance reviews to assess achievement of performance measures. CONTRACTOR shall collect and share client identifying information such as name, date of birth, and any assigned agency identification numbers for DCFS referred clients.

13.2 SCSF performance based contracts shall be evaluated subsequent to year two of contract implementation to assess programmatic effectiveness in achieving desired outcomes, as well as to inform continuous quality improvement efforts. SCSF evaluations shall be COUNTY directed.

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

13.3.1 program implementation;

13.3.2 Participant characteristics; and

13.3.3 Participant outcomes.

14.0 PERFORMANCE OUTCOME MEASURES

CONTRACTOR shall adhere to the measures established in Section D of this Statement of Work.

Safe Children and Strong Families
SECTION D – LONG TERM
PERFORMANCE OUTCOME MEASURES
 Prevention and Aftercare Services

DCFS OUTCOME	COUNTY OUTCOME PERFORMANCE INDICATOR	CONTRACTOR PERFORMANCE TARGET	COUNTY MONITORING METHODS/DATA COLLECTION
<p>Goal: SAFETY</p> <p>Decreased occurrences of child abuse/neglect</p>	<p>Of all <u>DCFS referred families</u> within 6 – 12 months of successful completion of Prevention and/or Aftercare Services the:</p> <ol style="list-style-type: none"> 1. Percentage of families included as the subject of <u>subsequent</u> child abuse and/or neglect referrals. 2. Percentage of families involved in <u>subsequent</u> substantiated child abuse and/or neglect referrals. 3. Percentage of families with cases opened. 4. Percentage of children removed from parent(s) and placed in out of home care. 	<ol style="list-style-type: none"> 1. Shall not exceed 20% 2. Shall not exceed 20% 3. Shall not exceed 20% 4. Shall not exceed 10% 	<ol style="list-style-type: none"> 1. CWS/CMS, Monthly Reports 2. CWS/CMS, Monthly Reports 3. CWS/CMS, Monthly Reports 4. CWS/CMS, Monthly Reports

PREVENTION AND AFTERCARE SERVICES
Performance Outcomes

Required Services, Processes and/or Activities	Performance Standard/Outcome	Monitoring Method
<p>Subcontract a minimum of 35 percent of Prevention and Aftercare Services</p> <p><u>Reduced Social Isolation through the Development of Healthy Communities and Social/Interpersonal Connectedness</u></p> <ul style="list-style-type: none"> - Individuals have opportunities to create a range of positive relationships. - Residents are proud to be part of their communities. - Families participate in social networks that offer self empowerment and self-sufficiency experiences. -Communities participate in child abuse prevention efforts. -Communities are healthy and thriving, reducing the risk of child abuse and/or neglect. 	<p><i>From the current baseline year:</i></p> <p>Expend allocated percentage of funds subcontracted through written subcontracts.</p> <p><i>From the current baseline year:</i></p> <ul style="list-style-type: none"> - Increase current family leadership forums by 10 percent. - Increase social networking forums/community projects focusing on stronger relationships with families, neighbors, local government, school systems, and other community stakeholders by 10 percent. - Increase the number of individuals who participate in these forums/community projects by 10 percent. - Increase the number of families participating in social networking strategies by 10 percent. - Community improvement efforts include child/youth input into decision-making. - Increase opportunities for safe child and family recreational activities by 10 percent. - Ongoing institution of Contractor developed surveys to gauge client resiliency, empowerment and self sufficiency rates. 	<p>Compliance monitoring method includes, but not limited to:</p> <ul style="list-style-type: none"> - Reviews of written subcontracts, - Review of reports, program audits - Review of feedback from collaborative partners, - Contractor developed client satisfactory tools, - Contractor quality assurance plan and quality assurance monitoring (as will be indicated in the Statement of Work), - County quality assurance plan, and; - SCSF program evaluation. - CONTRACTOR shall comply with COUNTY efforts to monitor performance standard outcomes.
<p><u>Increased economic opportunities and development</u></p> <ul style="list-style-type: none"> - Support families by providing opportunities for economic development. -Facilitate family access to concrete support in 	<p><i>From the current baseline year:</i></p> <ul style="list-style-type: none"> - Increase current economic development programs by 10 percent. - Financial literacy skill building is available to families. 	

<p>a time of need to reduce the risks of child abuse and/or neglect.</p>	<ul style="list-style-type: none"> - Training programs have a direct connection to living wage jobs. - Ongoing institution of Contractor developed surveys to gauge clients' empowerment and self sufficiency rates.
<p><u>Increased access to and utilization of beneficial services, activities, resources and supports</u></p> <ul style="list-style-type: none"> - Families have access to services, activities and resources that facilitate strong and healthy families and reduce the risk of child abuse and/or neglect. - Offer a range of opportunities for participation -Families participate in activities and programs that facilitate the ability to identify and solve their own problems - Parents have knowledge of and developed protective factors. -Families have access to services and supports geared toward early care and education, youth development and institutional transformation, to include parks and libraries welcoming children. 	<p><i>From the current baseline year:</i></p> <ul style="list-style-type: none"> - Increase current networking and partnerships to enhance infrastructure and allocate resources by 10 percent. - Increase of neighborhood based activities, which builds infrastructure within neighborhoods by 10 percent. - Create and implement strategically placed community forums on child abuse prevention and efforts to solicit participation is documented. - Increase community residents' involvement in developing strategies for child abuse prevention (outreach/education) for neighborhoods by 10 percent. - Identify the local agencies which provide early care and education services/resources and youth development services/resources to achieve the goals described in the statement of work. Document efforts to include these agencies in a Prevention and Aftercare Services local network, as well as the community activities which ensue from the expansion of the network in these respective areas. - Linkages to necessary services are available - Create and implement community based parent forums, with a focus on social connections, knowledge of parenting and child development, community resources/services.

	<ul style="list-style-type: none">-Institute pre and post surveys for families and caregivers to determine response levels to the network of activities for these outcomes.-Institute pre and post surveys for youth to determine response levels to the network of activities for these outcomes.- Ongoing institution of Contractor developed surveys to gauge clients' perception on processes to achieve this goal, including client empowerment and self sufficiency rates.	
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LIST OF TECHNICAL EXHIBITS for STATEMENT OF WORK
Prevention and Aftercare Services

Exhibit 1	Emergency Basic Support Services Request Form
Exhibit 2	Discretionary Funds Request Form
Exhibit 3	Linkages Log
Exhibit 4	Individual Family Service Log
Exhibit 5	Monthly Reimbursement Invoice
Exhibit 6	Monthly Report
Exhibit 7	Monthly Report Summary
Exhibit 8	Multi-Disciplinary Team Designee (Primary)
Exhibit 9	Multi-Disciplinary Team Designee (Secondary)
Exhibit 10	Examples of Evaluated Out Allegations
Exhibit 11	Deaf and Hard of Hearing Request for Services Form
Exhibit 12	Expense Claim for Services Rendered to Serve the Deaf and Hard of Hearing
Exhibit 13	User Complaint Report (UCR)

PREVENTION AND AFTERCARE SERVICES

EMERGENCY BASIC SUPPORT SERVICES REQUEST FORM

SECTION 1: AGENCY INFORMATION

AGENCY:	DATE:
CASE NAVIGATOR:	TELEPHONE:

SECTION 2: FAMILY INFORMATION

PRIMARY CAREGIVER:	DAT:
AGENCY/STATE NO:	

PARTICIPANT NEEDS STATEMENT

(Why are you making this request? What are the current family circumstances?)

OTHER NO COST/LOW COST RESOURCES EXPLORED

CASE MANAGER'S NEEDS ASSESSMENT STATEMENT

Include the following information: How many home visits have you made? Why does this family need assistance? What has been the family's progress? Efforts to obtain assistance through other means?

Request Status:

EMERGENCY <input type="checkbox"/>	PRIORITY <input type="checkbox"/>	OTHER <input type="checkbox"/> _____
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SECTION 3: BUDGET**COMPLETE FAMILY BUDGET WORKSHEET (attach to EBSS request form)**

REQUIRED SUPPORTING DOCUMENTATION (attach to EBSS request form)

SECTION 4: ITEM/VENDOR INFORMATION

DESCRIBE ITEM REQUESTED:		
COST OF ITEM:	CLIENT CONTRIBUTION:	TOTAL REQUEST AMOUNT:
VENDOR NAME:(Check payable to)		
VENDOR ADDRESS:		
CHECK AMOUNT:		

SECTION 5: APPROVAL

REQUEST APPROVED <input type="checkbox"/>	AMOUNT APPROVED \$	REQUEST DENIED <input type="checkbox"/>	Reason:
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Item(s) requested will aid in the prevention of child abuse and/or neglect and facilitate family self sufficiency. The participant cannot afford to purchase and/or otherwise obtain the requested item(s) and all other resources have been explored/or exhausted. Attached you will find the completed Family Budget Work Sheet, supporting documents, and any necessary price quotes. **NOTE FOR PARTICIPANT: Please be aware that completion of the Emergency basic Support Request Form does not guarantee approval.** Final determination will be based on need, availability of funding and qualification of request.

Client Signature Date

Case Navigator Signature Date

Program Manager Signature Date

FAMILY BUDGET WORKSHEET

THIS WORKSHEET IS FOR FUNDING REQUEST ONLY AND SHOULD REFLECT INFORMATION FROM THE MONTH PRIOR TO THE EBSS REQUEST

Participant Name: _____

Agency/State No. _____

Case Navigator _____

Date Prepared _____

INCOME:

Employment	_____
Food Stamps	_____
AFDC	_____
Social Security	_____
Child Support	_____
SSI	_____
Other	_____

TOTAL _____**EXPENSES:**

Rent/Mortgage	_____
Food	_____
Electricity	_____
Gas	_____
Water	_____
Telephone	_____
Laundry	_____
Household Items	_____
Personal Items	_____
Recreation	_____
Medical	_____
Education	_____
Child Care	_____
Credit Cards	_____
Transportation	_____
Other (specify)	_____

TOTAL _____

INCOME + _____

EXPENSES - _____

BALANCE = _____**REQUIRED SUPPORTING DOCUMENTATION**

SUPPORTING DOCUMENTS SHOULD BE REFLECTIVE OF THE MONTH PRIOR TO THE EBSS REQUEST

- RENTAL AGREEMENT
- STATEMENT FROM LANDLORD
- RENT RECEIPTS (MONTH PRIOR TO THE)
- CURRENT ELECTRICITY BILL
- CURRENT GAS BILL
- CURRENT TELEPHONE BILL
- INCOME VERIFICATION
- PRICE QUOTES
- OTHER (SPECIFY) _____

**PREVENTION AND AFTERCARE SERVICES
DISCRETIONARY FUNDS REQUEST FORM**

PART A:

TYPE OF REQUEST	
<input type="checkbox"/> AGENCY	<input checked="" type="checkbox"/> COMMUNITY DIRECTED
<input type="checkbox"/> DCFS	

1. REQUESTOR

AGENCY/REGIONAL OFFICE	DATE REQUEST
AGENCY PROGRAM MANAGER/REGIONAL ADMINISTRATOR	PHONE NUMBER & EXT.
IMPLEMENTING AGENCY	PHONE NUMBER & EXT.

2. REQUEST CATEGORY

EVIDENCE BASED PRACTICE <input type="checkbox"/>	PROMISING APPROACH/EFFECTIVE PROGRAM/SERVICE <input type="checkbox"/>	EXPANSION PROGRAM/SERVICE <input type="checkbox"/>	OF	<u>AGENCY DIRECTED FUNDS ONLY</u> FAMILY SHARE OF COST <input type="checkbox"/>
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3. APPROVAL/TERMINATION

AMOUNT REQUESTED: \$	<u>DCFS PRGRAM MANAGER ONLY</u> AMOUNT APPROVED: \$	<u>DCFS PROGRAM MANAGER ONLY</u> REQUEST DENIED <input type="checkbox"/> Reason:	<u>DCFS PROGRAM MANAGER ONLY</u> TERMINATE APPROVED USE OF FUNDS <input type="checkbox"/>
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PART B:

INSTRUCTIONS

Detail the type of activity, service and/or program for which Discretionary Funds are being requested. Provide a justification for the Discretionary Funds request, including the following information:

- Type of activity, service and/or program
- Family name and Agency ID/State/Serial Number (if applicable)
- Purpose of and need addressed by the activity, service and/or program, including goals to be met
- Cost of the activity, service and/or program
- Number of clients served by the activity, service and/or program
- Documentation supporting the efficacy of the activity, service and/or program
- Projected line item budget (required for requests for new or expanded services, activities and/or programs)
- Description of evaluation method of the proposed service, activity and/or program, including evaluation instruments.

SIGNATURE OF AGENCY PROGRAM MANAGER/REGIONAL ADMINISTRATOR	DATE:
SIGNATURE OF DCFS PROGRAM MANAGER	DATE:

**PREVENTION AND AFTERCARE SERVICES
INDIVIDUAL FAMILY SERVICE LOG**

FAMILY NAME:	DATE:
AGENCY/STATE ID NO:	

INDICATE ALL SERVICES RECEIVED BY THE FAMILY

SERVICE CATEGORY	DESCRIPTION	START DATE	COMPLETION DATE	TERMINATION DATE
CASE NAVIGATION				
EMERGENCY BASIC SUPPORT SERVICES				
COUNSELING				
EDUCATIONAL PROGRAM				
STRUCTURED FAMILY CENTERED ACTIVITIES				
PEER BASED SUPPORT GROUP				
OTHER				

TO BE FILED IN THE FAMILY CASE RECORD

PREVENTION AND AFTERCARE SERVICES
MONTHLY REPORT

REPORT MONTH:
REPORT YEAR:
AGENCY NAME:
AGENCY ADDRESS:

COMPLETED BY:
TELEPHONE:
FAX:
EMAIL:

	Case Navigation	Structured Activities	Health, Parenting, Other Educational Programs	Emergency Basic Support Services	Peer Based Support Groups
Newly Served During Report Month					
Adults					
Teens					
Children					
Total # of Adults, Teens & Children					
Total # of Families					
Continuing Services From Prior Report Month(s)					
Adults					
Teens					
Children					
Total # of Adults, Teens & Children					
Total # of Families					
* Completing Services From Prior Report Month(s)					
Adults					
Teens					
Children					
Total # of Adults, Teens & Children					
Total # of Families					
** Terminating Services During Report Month					
Adults					
Teens					
Children					
Total # of Adults, Teens & Children					
Total # of Families					

		Monthly Dollar Cost:		Monthly Dollar Cost:		Monthly Dollar Cost:	
		# of Units Provided:	# of Units Provided:	# of Units Provided:	# of Units Provided:	# of Adults Served:	# of Adults Served:
		# of Adults Served:	# of Adults Served:	# of Adults Served:	# of Adults Served:	# of Teens Served:	# of Teens Served:
		# of Teens Served:	# of Teens Served:	# of Children Served:	# of Children Served:	# of Children Served:	# of Children Served:
		# of Families Served:	# of Families Served:	# of Families Served:	# of Families Served:	# of Families Served:	# of Families Served:
Newly Served During Report Month - DCFS Referred	Case Navigation	Structured Activities	Health, Parenting, Other Educational Programs	Emergency Basic Support Groups	Peer Based Support Groups		
Adults							
Teens							
Children							
Total# of Adults, Teens & Children							
Total # of Families							
Newly Served During Report Month - Non- DCFS Referred	Case Navigation	Structured Activities	Health, Parenting, Other Educational Programs	Emergency Basic Support Groups	Peer Based Support Groups		
Adults							
Teens							
Children							
Total# of Adults, Teens & Children							
Total # of Families							

Please attach additional pages to answer questions 1-4.

1. Were there any administrative or staff changes during the report month? If yes, please detail.
2. Are program services/components on target (delivery, participants, cost) for the report month?
3. Were there any outreach and/or capacity building activities conducted during the report month? If yes, please detail the type of activity, participants, outcome, and associated cost.
5. Were there any activities, services and/or programs implemented or performed using discretionary funds during the report month? If yes, please detail the activity, service, and/or program, the number of clients served and any associated costs.
- 6.

* Service completion is defined as client completion of the entire Prevention and Aftercare Services program through graduation and/or receipt of a certificate of completion.

**Service termination is defined as client exit from the Prevention and Aftercare Services program without completion of the entire program.

PREVENTION AND AFTERCARE SERVICES
MONTHLY REPORT SUMMARY

REPORT MONTH: _____ COMPLETED BY: _____

REPORT YEAR: _____ TELEPHONE: _____

AGENCY NAME: _____ FAX: _____

AGENCY ADDRESS: _____ EMAIL: _____

STATE/ AGENCY NO.	LAST NAME	FIRST NAME	DATE OF BIRTH	GENDER	ETHNICITY	ADDRESS	CITY	ZIP CODE	SERVICE CATEGORY	SERVICE COMPLETION DATE	SERVICE TERMINATION DATE
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											

Gender Legend
Male - 1
Female - 2

Ethnicity Legend
White - 1
African American - 2
Hispanic - 3
Central/South American - 4
Asian/Pacific Islander - 5
Other - 3

Service Legend
Emergency Services - 2
Basic Support
Structured Activities - 2
Health, Parenting & Education - 3
Other
Case Navigation - 4
Peer Based Support Group - 5

**DIFFERENTIAL RESPONSE PATH 1
MULTI-DISCIPLINARY TEAM DESIGNEE (PRIMARY)**

AGENCY:

_____ hereby designates the following person as a member of
_____ AGENCY the Los Angeles County Multidisciplinary Team for the
provision of Differential Response Path 1 services.

MDT DESIGNEE NAME:
MDT DESIGNEE TITLE:
TELEPHONE NUMBER:
EMAIL ADDRESS:

The above MDT Agency certifies that it has provided training to the above designated person as required by the Prevention and Aftercare Services Scope of Work.

Agency Representative Signature Date

Agency Representative Printed Name

I hereby certify that I have received the training re

I hereby certify that I have received the training referred to above and will adhere to the Differential Response guidelines established by the Los Angeles County Department of Children and Family Services.

MDT Designee Signature Date

MDT Designee Printed Name

**DIFFERENTIAL RESPONSE PATH 1
MULTI-DISCIPLINARY TEAM DESIGNEE (SECONDARY)**

AGENCY:

_____ hereby designates the following person as a member of
AGENCY the Los Angeles County Multidisciplinary Team for the
provision of Differential Response Path 1 services.

- MDT DESIGNEE NAME:**
- MDT DESIGNEE TITLE:**
- TELEPHONE NUMBER:**
- EMAIL ADDRESS:**

The above MDT Agency certifies that it has provided training to the above designated person as required by the Prevention and Aftercare Services Scope of Work.

Agency Representative Signature

Date

Agency Representative Printed Name

I hereby certify that I have received the training re

I hereby certify that I have received the training referred to above and will adhere to the Differential Response guidelines established by the Los Angeles County Department of Children and Family Services.

MDT Designee Signature

Date

MDT Designee Printed Name

Examples of Evaluated Out Allegations

These allegations, **in and of themselves**, do not meet the criteria for an in person response from DCFS.

- Mutual Affray - Fight between children, in which no unreasonable force was used, no injury was sustained and parent/caregiver(s) has taken appropriate action.
- Out of Home Abuse - Abuse by persons not living in the child's home and parents have taken appropriate action to protect child.
- Pregnancy – The pregnancy of a youth over fourteen (14) years old, in and of itself, with no other information provided.
- Voluntary, non-exploitive sex between teenagers under the age of eighteen (18), not more than two years apart in age, and neither teenager is under the age of fourteen (14).
- Head lice with no related concerns and parent/guardian has taken appropriate action.
- Disabled Parent – A parent's disability (such as blindness or deafness) doesn't prevent the parent from providing appropriate supervision and care of the child.
- Children living with caretakers who are not their parents.
- An out-of-control, non-disabled teenager, or criminal/delinquent activity by a child who is not being exploited by an adult.
- Unsupervised teenagers disturbing the neighborhood.
- Latchkey children (i.e. children left unattended for 3 hours or less before or after school, who are 12 years of age or over and there is no report that the child(ren) are developmentally delayed, physically handicapped or has any special needs or medical needs. Additionally, there is no report that there is a chronic lack of supervision, drug or alcohol abuse, engaging in risky behavior or exhibiting destructive behavior.

Exhibit 13

USER COMPLAINT REPORT

SAFE CHILDREN AND STRONG FAMILIES

This form is to be used by DCFS users of Prevention and Aftercare Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

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

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

LIST OF ATTACHMENTS FOR PAS STATEMENT OF WORK

Attachment A	Definitions
Attachment B	Linkage Services
Attachment C	Protective Factors Framework (Center for the Study of Social Policy (CSSP))
Attachment D	Zip Codes by Service Planning Area

**SAFE CHILDREN AND STRONG FAMILIES (SCSF) SERVICES
REQUEST FOR PROPOSALS (RFP)**

DEFINITIONS

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

At Risk Sibling Abuse- shall be based upon WIC 300 subdivision (j), the child's sibling has been abused or neglected, as defined in 300 subdivision (a), (b), (d), (e), or (i) and there is a substantial risk that the child will be abused or neglected, as defined in those subdivisions.

Abuse- is characterized by its orientation toward satisfying needs or expressing the negative feelings of parents or other caregivers. While it may result in positively changing the child's behavior, often the improvement is temporary and followed by a later acting out of the hatred, revenge and hostility they have learned from their parents. To avoid further abuse, children may lie, run away or exhibit other forms of avoiding responsibility.

Adoption Promotion and Support Services (APSS) - shall be defined as services and supports that both expedite and encourage the adoption of children and youth out of the DCFS foster care system.

APSS- shall be defined as specific services are individual, group or family therapy, mentors, and support groups for children and/or adults. Services are available when the primary focus or concern of the child or family is adoption related. The referring children's social worker does not have to be an Adoption Division staff member. The family can be considering adoption, be in the process of adopting or a finalized adoptive family with Medi-Cal benefits.

Adoptive Parent- shall be defined as a person(s) who has adopted, or is in the process of adopting, a child or children.

Aftercare Services-shall be defined as the voluntary services and supports needed by families after existing the child welfare system through reunification, adoption or legal guardianship.

Alcohol and Substance Abuse Treatment- shall be defined as rehabilitation services for persons habituated to the use of alcohol and/or drugs, including inpatient, residential, or outpatient treatment services.

Alternative Response Service (ARS) Plan- shall be defined as a plan that is developed by the ARS plan participants focused on the needs and strengths of the family. A team approach will be used to identify specific services to be provided to the family.

APSS Individual Therapy- shall be defined as a psychotherapeutic session involving only two persons, the therapist and the client. In the context of APSS, individual therapy is offered only to the child and focuses on adoption related issues. When clinically indicated, individuals significant in the child's life such as birth parents, siblings, extended family members; past, present and future caregivers; and others identified by the child, may be invited to participate in therapy sessions.

APSS Family Therapy- shall be defined as a form of mental health treatment of more than one family member in the same therapeutic session under the care of a professional therapist. In the context of APSS, family therapy is limited to those families who are either matched with a child or have a child placed in their home. APSS family therapy is offered as a supplement to the child's individual therapy and shall not supplant the child's individual therapy.

APSS Group Therapy- shall be defined as a form of mental health treatment where a small group of clients meet regularly under the structure and guidance of a professional therapist in order to share issues and learn through the group process. Clients gain insight into their own thoughts and behavior, and offer suggestions and support to others. In addition, clients who have a difficult time with interpersonal relationships can benefit from the social interactions that are a basic part of the group therapy experience. In the context of APSS, group therapy is offered to children to discuss adoption related issues and benefit from awareness and analysis of the common adoption related experiences.

APSS Mentor Program (is this the Adoptive Parent Mentor Program) - shall be defined as a program that recruits and trains mentors, and works to facilitate mentoring relationships. The purpose of the mentoring relationship is to share knowledge, skills, information and support in order to foster the adoptive process. The APSS Mentoring Program pairs an experienced person who has adoption experience, such as an adoptive parent, kin and/or foster/adoptive parents, adult adoptees or a former foster children who resided in foster care for at least three years, with a person who is newer to the adoption process.

APSS Support Groups (is this the Support and Discussion Groups)- consist of a small group of people involved in the adoption process with common experiences and concerns who meet regularly to talk, interact, and discuss problems with each other. The purpose of APSS support groups is to provide emotional and moral support to attendees regarding adoption related concerns.

Case Aide- shall be defined as paid CONTRACTOR staff who provide direct client services, but who do not possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field.

Case Management Services- shall be defined as services that are limited to assessment of family needs, linkage to services provided by Subcontractor(s) and other community resources, as necessary, follow-up and documentation to ensure coordinated family centered service delivery. All Case Management Services shall be documented in the Client case record.

Case Navigation-shall be defined as the process of guiding a family through the array of available preventative services to meet their needs, while decreasing fragmentation

of care and increasing coordinated service delivery. Case navigation services include assessment of family needs, development of the individualized family plan, and linkage to services provided by Subcontractor(s) and other community resources, as necessary. All Case Navigation services shall be documented in the client case record.

Case Record- shall be defined as CONTRACTOR's forms, reports, and documents relating to all Safe Children and Strong Families (SCSF) program services for the child and/or the family.

Case Plan- is shall be defined as a written document based on the assessment of circumstances, which requires child welfare services intervention. It is developed by the CSW, in partnership with the parent and other service providers. In the case plan DCFS identifies a case plan goal, the objectives to be achieved, the specific services to be provided and the case management activities to be performed. It is designed to reduce or eliminate risk factors to the children.

Child Abuse- shall be defined, per Penal Code 11165 et seq. as a physical injury which is inflicted by other than accidental means on a child by another person, the sexual abuse of a child, willful cruelty or, unjustifiable punishment of a child, neglect of a child or abuse in out-of-home care (See emotional abuse, exploitation, neglect, physical abuse, willful cruelty for details).

Child and Family Team Member:- shall be defined as an individual who is an important supporter of a child's best interests and/or a decision maker in a child's life. This can include, but is not limited to the child's family, informal sources of support, DCFS staff and Contractor's staff.

Child Care Services- shall be defined as services which provide the planned care, supervision and guidance of children from birth through school age by someone other than a parent or guardian for less than 24 hours.

Child Health and Disability Prevention (CHDP) - shall be defined as a complete health assessment for the early detection and prevention of disease and disabilities in children and youth. The health assessment consists of a health history; a full physical examination; developmental, nutritional and dental assessments; vision and hearing tests; laboratory tests (for anemia, tuberculosis and lead poisoning, among others); and immunizations at specified intervals and/or as needed. Services provided enable a family to alleviate or prevent health problems and ensure that the child receives the appropriate medical/dental examinations and follow-up treatment in accordance with the CHDP Periodicity Schedule.

Children's Social Worker - shall be defined as a County employee who performs a wide variety of professional social casework or related child welfare service duties.

Client Satisfaction Survey- shall be defined as a County approved survey responded to by clients to measure engagement, partnership, and the quality of services provided, while allowing for suggestions to the Department for enhanced teaming and procedural improvement.

Clinical Director- shall be defined as CONTRACTOR's director who is a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences, a Licensed Marriage and Family Therapist (LMFT) with a current

license from the California Board of Behavioral Sciences; or a licensed Psychologist with a current license from the California Board of Psychology.

Collaborative- shall be defined as the CONTRACTOR's relationship, whether formal or informal, with other community agencies and/or resources that serve clients in the same community as those served by the CONTRACTOR.

Community Partner(s) - shall be defined as individuals, groups, and agencies in the service area that share a common interest in promoting safe and stable families.

Community- shall be defined as a place or a group of people having common characteristics which transcend place. Communities may be identified by (1) political and geophysical divisions, (2) a history of established neighborhood designations, (3) coalescence around common goals, and/or (4) cultural and other elements of identity, which transcend formal boundaries.

Community Advisory Council (CAC) - shall be defined as a group of community representatives, stakeholders, parents/caregivers, and residents from the community to conduct ongoing reviews of the services offered by the Intervention Services CONTRACTOR.

Community Assessment Services Center (CASC) - shall be defined as a network of contracted alcohol and other drug treatment agencies.

Community-Based Liaison (CBL)- shall be defined as a DCFS regional office designated staff person responsible for receiving and processing SCSF (with the exception of APSS referrals) program referrals from social work staff to the CONTRACTOR Program Manager case management staff.

Community-Based Organization- shall be defined as an organization that serves or represents one or more neighborhoods, city or COUNTY locales and is located within its service area.

Community-Based Children and Family Service Center- shall be defined as an organization, located in the community, which provides a "one-stop" location for children and families to receive a variety of assessments and services. Services may include medical, psychological, educational, vocational, financial, and/or legal counseling and advocacy.

Community Leaders- shall be defined as persons in a community who have initiated and/or taken charge of projects that benefited the community as a whole.

Concrete Needs- shall be defined as basic necessities of life, such as food, clothing, housing, transportation, and healthcare, including mental health care and substance abuse treatment, if necessary.

Concrete Supports- shall be defined as assisting families with meeting their concrete needs for food, clothing, shelter, healthcare, and other emergent needs.

Confidential or Confidentiality- shall be defined as referring to information which, by laws, ordinances, regulations, and directives may only be released to specified persons under specified conditions/circumstances.

Continuous Quality Improvement (CQI) - shall be defined a method of quality assurance and improvement that takes the results of period reviews and monitoring and immediately modifies policies and procedures as needed to improve Performance Outcomes.

Contract Payment Unit- shall be defined as the DCFS administrative unit responsible for processing CONTRACTORS' invoices.

Counseling- shall be defined as face-to-face meetings/interventions by a counselor with an individual, couple, family or group to (1) help identify and assist in solving family problems; (2) identify substance abuse and refer for treatment; (3) address and treat domestic violence or anger management issues; and (4) help identify personal, vocational and educational goals. Included in the ongoing Counseling process is the periodic evaluation of the Client progress in relation to the case plan. (This should not be confused with the assessment of Client needs as a Case Management Service.) Such intervention may be provided to individuals, groups, families and groups. This service may be given in the office, Community Family Support Center, off-site, or in the home. Definition references "meetings/interventions" This does not align with the CAPIT SOW. "Meetings/interventions" is referred to under psychotherapy in the CAPIT SOW.

Counselor- shall be defined as any staff trained to provide academic, career or vocational guidance, provide problem-solving support and expertise, and/or provide support and expertise to individuals, families, and communities as they strive toward optimum wellness. (See definition of Counseling)

CSW –shall be defined as a Children's Social Worker from the Department of Children and Family Services.

Deaf/Interpretive Services- shall be defined as those services specifically designed for the translation of a particular language.

Deaf Services Unit (DSU) - shall be defined as a specialized unit that provides a full range of services from Emergency Response (ER) to Permanency Planning (PP) for abused deaf children, their hearing siblings, deaf parents with hearing children, etc. The staff consists of deaf CSWs, hearing CSWs proficient in sign, and certified interpreters, and is available Countywide. The Unit ensures the needs of the clients are met in terms of access to Sign Language Interpreters, telecommunications devices for the deaf, etc. The Unit consults with Resource Development personnel to identify placement needs. Reduced caseloads and specialized training of the Social Workers allows for more intensive and professional services.

Deliverable- shall be defined as a tangible, measurable task, service, or activity required under this Contract.

Differential Response Path 1- shall be defined as preventative services provided to families when allegations of child maltreatment reported to the Child Abuse Hotline do not meet the legal criteria of child abuse or neglect and are evaluated out; however, the family is in need of services to prevent future child maltreatment and/or DCFS involvement. Families with evaluated out child abuse referrals are referred directly to Contractors from the Child Protection Hotline.

Differential Response (DR) Path 1 Multidisciplinary Team (MDT)- shall be defined as a team of three (3) or more persons trained in the prevention, identification and treatment of child abuse and neglect, and is established to allow for the disclosure and/or exchange of confidential information relevant to the prevention, identification and/or treatment of child abuse. Formation of the Differential Response MDT allows for sharing of otherwise confidential information.

Director- shall be defined as the Director of County of Los Angeles Department of Children and Family Services.

Disability- shall be defined as a diagnosed physical, mental, or emotional condition, that has lasted, or is expected to last more than 12 calendar months, and causes a person to have substantial difficulty performing daily activities, including but not limited to, walking, climbing stairs, dressing, and bathing. Disabilities may also negatively affect cognitive functioning, such as the ability to learn, remember or concentrate. These conditions can significantly impair social functioning, and/or a person's ability to leave the home unattended, attend school or maintain a job.

Discretionary Funds- shall be defined as funds utilized to implement new and/or expand existing services and supports to address an unmet need for the target population in the community served. Discretionary funds will be allocated, but are not included in the Contractor's total contract amount and can only be accessed with approval from the County Program Manager.

Domestic Violence Services- shall be defined as services provided by a certified Domestic Violence Counselor to reduce the negative consequences of domestic violence and to prevent its recurrence.

DPO of Record- shall be defined as the Probation Officer assigned to a specific Probation child.

DPSS Linkages Program- shall be defined as the screening process to determine Family Preservation Program families' eligibility for DPSS services, such as Cash Aid, Food Stamps, and other support services not included in the Family Preservation Program service array, including but not limited to, child care, legal services and job training. (Actually there is a DPSS DCFS shared Linkages program and website).

Emergency Response- shall be defined as an emergency service the CONTRACTOR shall provide twenty-four (24) hours a day, seven (7) days a week.

Emotional Abuse- shall be defined as non-physical mistreatment, the results of which may be characterized by disturbed behavior on the part of the child such as severe withdrawal, regression, bizarre behavior, hyperactivity, or dangerous acting-out behavior. Such disturbed behavior is not deemed, in and of itself, to be evidence of emotional abuse.

Evidence Based Practices- shall be defined as programs/services delivered in a culturally-competent manner that incorporate into practice the best available research evidence, the best clinical experience and include measures of the impact of the practice on clients, participants and/or communities

Exploitation- shall be defined as forcing or coercing a child into performing functions, which are beyond his or her capabilities or capacities, or into illegal or degrading acts (See Sexual Abuse).

Family- shall be defined as a social unit(s), including, but not limited to, birth parent(s), blood relative(s), adoptive parent(s), legal guardian(s), non-relative extended family member(s), and foster parent(s), and the children that they rear and care for.

Family Functioning Assessment Tool- shall be defined as a standardized risk assessment tool completed by the CONTRACTOR after every SSF MCPC meeting to measure the improvement of family functioning and ensure the development of individualized case plans throughout the life of the case.

Family Maintenance (FM) - shall be defined as child welfare services provided with or without court involvement to maintain the child in his or her own home.

Family Preservation (FP) - See Intervention Services.

Family Reunification (FR) - shall be defined as child welfare services to reunite children, placed in out-of-home care, with their families.

In Home Outreach Counselor (IHOC) - shall be defined as a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or a Licensed Clinical Psychologist with a current license from the California Board of Behavioral Sciences.

Indigent Population- shall be defined as impoverished, homeless and/or needy persons.

Individual Service Plan- shall be defined as a written document that outlines services and supports that will be provided to address client needs, as identified in the client needs assessment. The individualized service plan shall be developed jointly by the case navigator and family and shall facilitate the development and/or strengthening of parental (caregiver) protective factors.

Intake- shall be defined as the initial information gathering phase of the referral process.

Intern- shall be defined as a candidate in a Bachelor's or Master's level program in a social science or closely related field supervised by a licensed clinician

Intervention Services- shall be defined as consisting of (1) Alternative Response Services (ARS); (2) Partnerships for Families Services (PFF); and (3) Family Preservation Services (FPS).

- **Alternative Response Services** shall be defined as the services provided to families with inconclusive or substantiated low-to-moderate risk findings of child abuse/neglect (closed DCFS referrals), who are in need of services to ameliorate the risk of future child maltreatment.
- **Partnerships For Families** shall be defined as the services provided to families with: (1) at least one child between the ages of 0-5; (2) an unfounded (closed)

DCFS referral; and (3) high to very high level as determined by the SDM tool; who are in need of services to ameliorate the risk of future child maltreatment.

- Family Preservation Services shall be defined as intensive services provided to families served by DCFS in order to mitigate the risk of placement in out of home care and to assist the family in transitioning when a child is returned home from out of home care.
- Intensive Family Preservation (IFP) Services shall be defined as services provided to families to assist in maintaining children in the family home when possible.

ISP- shall be defined as an initial service plan which is created in partnership between APSS families and APSS providers describing the current strengths and needs; and setting forth the goals and services which are to be provided to meet the goals.

Licensed Clinical Social Worker (LCSW) - shall be defined as an individual currently licensed from the California Board of Behavioral Science to provide clinical social work or mental health treatment services.

Licensed Marriage and Family Therapist (LMFT) - shall be defined as an individual currently licensed from the California Board of Behavioral Science to provide marriage, family, and child counseling, social work, or mental health treatment services.

Linkage Service- shall be defined as a CONTRACTOR's responsibility to refer clients to bona fide resources to provide non-reimbursable services or resources that are outside the scope of the CONTRACTOR's service array and with the SPA community or geographic area served. Each contract year, CONTRACTOR must expand (increase) its available services and supports, including governmental entities or non-profit social service organizations founded for religious, charitable or social welfare purposes, that are exempt under 501(c)(3) of the Internal Revenue Code and faith community resources.

Mentor- shall be defined as an individual trained and supervised by the CONTRACTOR and paired with children and youth to: (1) foster positive behavior through the mentor's example; and (2) broaden the child/youth's recreational, social, and educational aspirations through shared experiences.

Multidisciplinary Case Planning Committee (MCPC)- shall be defined as a committee composed of the referred family, CONTRACTOR, Subcontractor(s), CSWs, DPOs, and DMH, DHS staff, schools, and other agencies as appropriate to develop the family's and analyze the family's protective factors, strength-based needs and progress in accordance with the plan.

Multidisciplinary Case Planning Committee Service Plan- shall be defined as a plan developed with the family for any DCFS case resulting from an unfounded or inconclusive referral, including Court Family Maintenance (FP), Voluntary Family Maintenance (non-Court voluntary FP), Voluntary Family Reunification (non-Court, voluntary placement of children while receiving Family Preservation), and aftercare.

Multi-Disciplinary Team (MDT)- shall be defined as a process utilized by Probation as a means for case planning on current and pending Placement cases in collaboration

with stakeholders such as DCFS, LACOE, DMH, parents, family members, extended family members and any other interested parties. There are three (3) phases of the MDT: Initial Engagement Conference (conducted within the first 14 days of placement), Mid-Term Review (conducted within 3 months of placement) and MDT Discharge Planning (conducted no less than 60 days prior to the anticipated discharge from placement).

Neglect- shall be defined as the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. California law defines two categories of physical neglect: severe neglect and general neglect. a) Severe Neglect – The negligent failure of a parent or caregiver to protect the child from severe malnutrition or medically diagnosed non-organic failure to thrive. It also includes those situations of neglect where the parent or caregiver willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care. b) General Neglect – The negligent failure of a parent or caregiver to provide adequate food, clothing, shelter, medical care or supervision where no physical injury to the child has occurred

Non-Relative Extended Family Member (NREFM) - shall be defined as an unrelated adult/caregiver who has an established relationship with a child.

On Site Technical Review- shall be defined as a COUNTY evaluation of a CONTRACTOR's FS program to ensure effective implementation and Contract compliance.

Outcomes- shall be defined as the results for children and families that the Contractor is expected to accomplish.

Paraprofessional Staff- shall be defined as paid CONTRACTOR staff that provide direct client services, and possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field

Parent/Caregiver- shall be defined as a child's birth or adoptive father or mother, whether married or unmarried, or other adult fulfilling the parental role.

Passenger Van- shall be defined as a licensed enclosed vehicle designed with a minimum capacity of six (6) passengers and maximum capacity of fifteen (15) passengers that meets the California Vehicle Code requirements that the CONTRACTOR uses for transporting FP families. All drivers must have appropriate drivers license for the vehicle. All drivers of a 15 passenger van must have a commercial driver's license (class B).

Performance Targets- shall be defined as measurable benchmarks which guide the performance toward a desirable outcome.

Permanency- shall be defined as a safe and stable nurturing lifetime relationship achieved through maintaining the child in the home, reunification, adoptions, relative guardianship, or other legal guardianship.

Permanency Officer- shall be defined as a Probation Officer that works in the Placement Permanency and Quality Assurance Unit, and assists the DPO of Record to find permanency through adoption, legal guardianship or a life-long connection.

Physical Abuse- shall be defined as willfully causing or permitting any child to suffer or inflict to thereon unjustifiable physical pain or suffering, or having the care and custody of any child cause or permit that child or health of that child to be injured or placed in a situation where their person or health is endangered (See Penal Code Sections 11165.3 and .4 as "willful cruelty or unjustifiable punishment of a child" and "corporal punishment or injury").

Post Adoption Services (PAS) --shall be defined as a DCFS program within the Adoption and Permanency Resources Division which offers post adoption services to all members of the *adoption triad* - adoptees, birth parents and adoptive parents. Post-adoption services to families include: support such as information and referrals, crisis intervention, family preservation programs, post-adoption counseling, and assistance with residential placements, as well as the Adoptions Assistance Payment program (AAP).

Post Adoption Services (PAS) Worker- shall be defined as an APRD Children's Social Worker (CSW) who can provide services to families whose adoption has been finalized for over 6 months. PAS Services can be obtained by contacting Post Adoption Services.

Prevention- shall be defined as an effective, multifaceted and integrated program to prevent child abuse and neglect and better protective Los Angeles- families and their children. Prevention includes enhancing the general well-being of children and families in communities, identifying and assisting high-risk families who exhibit potentially abuse or neglectful behaviors, and providing intervention or treatment services to families where abuse or neglect has already occurred.

Probation Camp- shall be defined as a secure detention rehabilitative setting that is a court disposition option for probation youth charged with a crime that meets a higher level of detention than a suitable placement.

Professional Staff- shall be defined as paid CONTRACTOR staff that provide direct client services and possess, at minimum, a Master's Degree in social work, psychology, marriage and family counseling or a closely related field

Promoting Safe and Stable Families (PSSF) - shall be defined as a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based Family Support Services, Family Preservation Services, Time-Limited Family Reunification Services, and Adoption Promotion and Support Services.

Protective Factors- shall be defined as conditions in families and communities that, when present or enhanced, increase the health and well-being of families and children/youth and reduce risk factors that lead to child abuse and neglect.

Protective Factors Framework- shall be defined as a prevention partnership that brings new resources and capacities to other child and family serving sectors.

Psychotherapy- shall be defined as face-to-face meetings/interventions by a therapist with an individual, couple, family or group to help raise self-awareness and understanding, solve problems, develop insight and change behavior. These services must be provided by a professional trained to practice psychotherapy such as a psychiatrist, psychologist, licensed or registered social worker/marriage and family therapist under the supervision of a licensed clinician.

Psychotherapist- shall be defined as a professional trained to practice psychotherapy such as a psychiatrist, psychologist, licensed or registered social worker/marriage and family therapist under the supervision of a licensed clinician. See definition of psychotherapy.

Quality Services Review (QSR) - shall be defined as a methodology DCFS is using to assess and evaluate current practices. It is an organizational learning process offering ways of knowing what's working and not working in practice for children and families and why. QSR was developed by Human Systems Outcomes, Inc. (HSO). A design team representing staff from DCFS, DMH and other stakeholders participated in the refinement of the Protocol. QSR is being used by many progressive public and private child welfare agencies around the country to improve their practice and results at all levels of their organization. It is a direct measure of the Core Practice Model of: engagement, child and family team formation, ongoing assessment and understanding, planning, implementation, and tracking and adaptation.

Regional Administrator- shall be defined as the COUNTY's manager in the specific geographic area(s) where Contract services are performed.

Regional Center- shall be defined as a private agency that contracts with the California Department of Developmental Services (CDDS) to provide services to developmentally disabled children and adults.

Regional Office/DCFS Office Boundaries- shall be defined as a Service Area composed of 18 offices throughout the COUNTY of Los Angeles for the purpose of managing the delivery of COUNTY Services

Round Table- shall be defined as a meeting held between the COUNTY and Lead Agencies for the exploration and development of solutions to program issues and concerns.

Service Planning Area (SPA) - shall be defined as any one of the eight geographic regions in which the COUNTY of Los Angeles has been divided for purposes of managing the delivery of COUNTY services.

Seven Core Issues of Adoption- shall be defined as common emotional experiences which adopted children, adoptive parents and birth parents share. The Seven Core Issues of Adoption are: loss, rejection, guilt/shame, grief, identity, intimacy & relationships, and control/gains.

Sexual Abuse- shall be defined as any act of sexual assault or sexual exploitation of a child. Sexual abuse encompasses a broad spectrum of behavior and may consist of many acts over a long period of time (chronic molestation), or a single incident. Victims range in age from less than one year through adolescence. Specifically, sexually assault includes: rape, rape in concert, incest, sodomy, lewd or lascivious acts upon a child, oral copulation, penetration of a genital or anal opening by a foreign object and

child molestation. Sexual exploitation includes conduct or activities related to pornography depicting minors and promoting prostitution by minors. Includes definitions for other terms sexual assault, sexual exploitation.

Stakeholder- shall be defined as individuals and agencies from the community who are interested in the safety and well-being of children and their families and services provided to them by CONTRACTORS.

Structured Parent-Child and/or Family Centered Activities- shall be defined as group activities provided to improve parent-child and/or family relationships. These activities shall be designed to teach families how to: (1) spend quality time together; (2) facilitate positive parent-child and family interaction; (3) share; and (4) interact with the community

Subcontract- shall be defined as a Contract between the CONTRACTOR and a third party to provide services or materials necessary to fulfill this Contract.

Substantiated Abuse Report- shall be defined as a report that is determined by the Children's Social Worker (CSW) who conducted the investigation, based upon credible evidence, to constitute child abuse or neglect, as defined in Section 11164.6 of the Penal Code.

Substitute Adult Role Model (SARM) - shall be defined as a mentorship service for youth receiving FP services under SCSF program.

Supervising Children's Social Worker (SCSW) –shall be defined as a County employee who supervises a staff of Children's Social Workers providing casework services to children.

Supervisory District- shall be defined as one of the five geographic areas represented by one of the Board of Supervisors.

Task Force Meeting- shall be defined as a monthly meeting between each Regional Office and Intervention Services CONTRACTORS servicing the Regional Office for the exploration and development of solutions to program issues and concerns.

Teaching and Demonstrating Homemaking (T&D)- shall be defined as a service provided to teach primary caregivers the skills necessary to successfully manage and maintain a home including, but not limited to, home safety, cleanliness, meal planning, and budgeting.

Team Decision Making (TDM) - shall be defined as the Departmental initiative to engage families in developing child safety and case plans focusing on families' strengths. Team Decision Making meetings shall include family, children, caregivers, and resource staff including CONTRACTOR and/or Subcontracted Partner(s), DCFS staff, and a trained DCFS facilitator.

Technical Review- shall be defined as a COUNTY on-site evaluation of a CONTRACTOR's compliance to the contract elements and deliverables defined in the approved SSF contract between CONTRACTOR and COUNTY.

Time-Limited Family Reunification (TLFR) - shall be defined as alcohol and drug assessment and treatment services and supports provided through a Memorandum of Understanding by DCFS and Department of Public Health (DPH). The intent of these services is to connect DCFS open case families with timely, intensive and responsive support services to shorten the timeframe it takes for them to reunite with their children/youth, which have been in placement 15 months or less.

Therapeutic Day Treatment (TDT) - shall be defined as treatment that targets minors who are incapable of functioning in a traditional school setting. TDT includes transportation to and from school, implementation of an individualized education plan, including recreation, weekly individual and group counseling, and home visitation with the minor and his family. Additional services may be added to minor's TDT program.

Transition Services- shall be defined as services received after the termination of FP Services designed to assist the family toward functioning without further FP intervention.

Transportation- shall be defined as conveying of a Client receiving child abuse program services from one place to another (funds or bus tokens for use of public transportation may be provided).

Units of Service- shall be defined as an hour of CONTRACTOR's staff time fully utilized to provide direct services or services related activities: e.g. Case Management Services.

Unlawful corporal punishment or injury- shall be defined, per Penal Code Section 11165.4, as a situation where any person willfully inflicts upon any child any cruel or inhuman corporal punishment or injury resulting in a traumatic condition.

Up-front Screening (UFS)- shall be defined as those adult screening (domestic violence, substance abuse and/or mental health) completed by the Contractor through the use of the Behavioral Severity Assessment Program (BSAP), or any other Department approved assessment instrument, on Emergency Response referrals from the DCFS regional offices (daytime) and Emergency Response Command Post (night time, weekends, and holidays).

Visitation Centers- shall be defined as family friendly community established sites (alternatives to DCFS offices and police stations) where the focus is to provide trained visitation coaches who assist parents in maintaining and enhancing strong attachment bonds with their children and youth who are in out-of-home care placements.

Voluntary Family Maintenance (VFM) - shall be defined as the provision of non-court, time limited protective services to families whose children are in potential danger of abuse, neglect or exploitation when the child can safely remain in the home and the family is willing to accept services and engage in corrective action. The agreement of voluntary services may be initiated by the CSW or by the order of the Court, following the dismissal of a petition.

Voluntary Family Reunification (VFR) - shall be defined as the foster care placement of a child by or with the participation of DCFS acting on behalf of California Department of Social Services (CDSS), after the parent(s)/guardian(s) of the child have requested the assistance of DCFS and signed a voluntary placement agreement.

Wait List- shall be defined as a system of prioritizing incoming referrals or cases so that a Contractor can more effectively utilize staff and available services. Positions on a wait list can be arranged based on first come/first served or can be adjusted based on referred or case family issues, including but not limited to safety concerns.

Willful Cruelty or Unjustifiable Punishment of a Child- shall be defined, per Penal Code Section 11165.3, as a situation where any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered.

**SAFE CHILDREN AND STRONG FAMILIES (SCSF) SERVICES
REQUEST FOR PROPOSALS (RFP)**

LINKAGES

CONTRACTOR shall establish and maintain a network of COUNTY contracted and non-contracted community partnerships comprised of service providers and resources. Linkages services include but are not limited to:

Alcohol and Substance Abuse Treatment Services: Alcohol and substance abuse assessment and treatment services are provided for the rehabilitation of persons habituated to alcohol and/or drugs; including inpatient, residential or outpatient treatment services. This can include referrals to Community Assessment Service Centers (CASCs).

Childcare Services: Childcare services are provided for the planned care, supervision, and guidance of children from birth through school age by someone other than a parent or guardian for less than 24 hours. This care may be provided in the child's own home, a relative's home, a licensed family day care facility such as a private childcare center, or a school/campus childcare center. This service is for, 1) children who need socialization, or 2) parents or guardians who work and/or attend school or who require respite.

Domestic Violence Services: Domestic violence services are provided to families to prevent the occurrence of and address the impact of domestic violence. These services are provided by the County of Los Angeles Department of Mental Health (DMH) certified counselors.

Concrete Supports: These services are provided to families to assist with daily living needs, including but not limited to: utility assistance, emergency housing assistance, food assistance, etc.

Concrete Supports: These are services to families provided or donated by community partners to assist with daily living needs, including but not limited to: utility assistance, food, furniture, car seats, and gift cards.

Early Care and Education: Early care and early childhood education resources are provided to enhance the likelihood of, 1) family stability, 2) increase parenting skills, 3) empower families and increase community connectivity, 4) decreased child welfare recidivism, and 5) promote healthy child functioning and well-being.

Educational Services: Educational services are provided by local school districts to assess the child's academic strengths and needs, and to recommend the best academic program to meet identified needs.

Employment Services/Economic Support: Employment Services and economic supportive services are provided to improve a family's ability to obtain employment to meet their basic needs. These services include, but are not limited to, 1) remedial

education, 2) career and vocational counseling, 3) employment preparation and job training, 4) assistance with finding a job, and 5) tax preparation assistance.

Health Care Services: Health care services are provided to promote child health through the provision of appropriate medical/dental examinations and follow-up treatment in accordance with the Child Health Disability Prevention Program (CHDP) Periodicity Schedule. These services are provided by CHDP medical/dental providers or providers who offer equivalent services.

Healthy Start Support Services: Healthy Start supportive services are provided through the Healthy Start program to facilitate physical health, mental health, social well-being, and other services for children and families.

Housing Services: Housing services include, but are not limited to, 1) helping families find suitable housing; 2) assisting families in negotiating with property owners, 3) helping families obtain financial aid to cover rental costs and security deposits, and 4) referring families to legal agencies in the community for assistance with eviction problems.

Income Support Services: Income support services are provided to help families obtain financial assistance through State and Federally funded programs such as, 1) Temporary Assistance to Needy Families, 2) Supplemental Security Income/Zebley funding, 3) Social Security, 4) Veteran's Administration benefits, and 5) other assistance programs as appropriate.

Mental Health Services: These services are provided facilitate mental health and include, but are not limited to, 1) psychological testing, 2) individual child and adult therapy, 3) family and group therapy, 4) evaluation for medication support; and 5) case planning and management. Mental health services are provided by certified Mental Health Service Rehabilitation Medi-Cal providers (eligible to bill Short Doyle Medi-Cal).

Parenting and/or Other Education Programs: Parenting and other educational programs are provided to help families achieve and maintain optimal functioning in areas including, but not limited to, 1) parenting skills, 2) problem solving and communication skills, 3) coping with stress, 4) family literacy; 5) household management and budgeting, and 6) meal planning and food preparation. These programs shall be facilitated by a professional level instructor with training in the prevention of child abuse and neglect and parenting techniques.

Physical and Developmental Services: These services are provided to individuals with physical and/or developmental disabilities for rehabilitation, and to improve well-being and foster self-sufficiency; ultimately improving the quality of life.

Re-Entry Services for Ex-Offenders: Re-entry services for ex-offenders are provided to promote the effective reintegration of offenders back into communities upon release from prison, jail, and assist ex-offenders in acquiring the life skills needed to succeed in the community and become law-abiding citizens.

Regional Center Services: These services are provided by local Regional Centers to children and adults with developmental disabilities. These services include, but are not limited to, 1) needs and strengths assessments, 2) case management, 3) funding and linkage to rehabilitation services, 4) respite care, 5) out-of-home placement services, and 6) additional linkage services.

Self-Help / Family Support Groups: These services are provided as a means of on-going support for children, youth, parents and/or families.

Special Education Services: Special education services are provided by public school to children with emotional, physical, cognitive, or sensory impairment problems including attention deficit disorder or any chronic medical condition such as AIDS, cancer, heart disease, epilepsy, etc. Services include, but are not limited to, strength and needs assessments, development of an IEP and linkage to other services.

Substitute Adult Role Model (SARM) Services: Substitute adult role model services are provided to children and youth to foster positive behavior by broadening their social, educational and recreational experiences through the shared experiences and example of the mentor. These services are provided by trained and supervised adult mentors.

Transportation: Transportations services are provided to assist families with attending to the daily activities of life when no other means of conveyance is available.

strengthening families

A PROTECTIVE FACTORS FRAMEWORK

What We Know: Families thrive when protective factors are robust in their lives and communities.

Using the Strengthening Families Approach, more than 30 states are shifting policy, funding and training to help programs working with children and families build protective factors with families. Many states and counties also use the Protective Factors Framework to align services for children and families, strengthen families in the child welfare system and work in partnership with families and communities to build protective factors. For more information and many tools and options for implementation, visit www.strengtheningfamilies.net.

Nationally, Strengthening Families is coordinated by the Center for the Study of Social Policy (CSSP) and supported by national partner organizations including:

- Child Welfare Information Gateway
- The Finance Project
- FRIENDS National Resource Center
- The National Alliance of Children's Trust and Prevention Funds
- Parents As Teachers

d Way WorZERO TO THREE

THE PROTECTIVE FACTORS FRAMEWORK

resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence of children. Research studies support the common-sense notion that when these Protective Factors are well established in a family, the likelihood of child abuse and neglect diminishes. Research shows that these protective factors are also "promotive" factors that build family strengths and a family environment that promotes optimal child and youth development.

Parental Resilience

No one can eliminate stress from parenting, but a parent's capacity for resilience can affect how a parent deals with stress. Resilience is the ability to manage and bounce back from all types of challenges that emerge in every family's life. It means finding ways to solve problems, building and sustaining trusting relationships including relationships with your own child, and knowing how to seek help when necessary.

Social Connections

Friends, family members, neighbors and community members provide emotional support, help solve problems, offer parenting advice and give concrete assistance to parents. Networks of support are essential to parents and also offer opportunities for people to "give back", an important part of self-esteem as well as a benefit for the community. Isolated families may need extra help in reaching out to build positive relationships.

Concrete Support in Times of Need

Meeting basic economic needs like food, shelter, clothing and health care is essential for families to thrive. Likewise, when families encounter a crisis such as domestic violence, mental illness or substance abuse, adequate services and supports need to be in place to provide stability, treatment and help for family members to get through the crisis.

Knowledge of Parenting and Child Development

Accurate information about child development and appropriate expectations for children's behavior at every age help parents see their children and youth in a positive light and promote their healthy development. Information can come from many sources, including family members as well as parent education classes and surfing the internet. Studies show information is most effective when it comes at the precise time parents need it to understand their own children. Parents who experienced harsh discipline or other negative childhood experiences may need extra help to change the parenting patterns they learned as children.

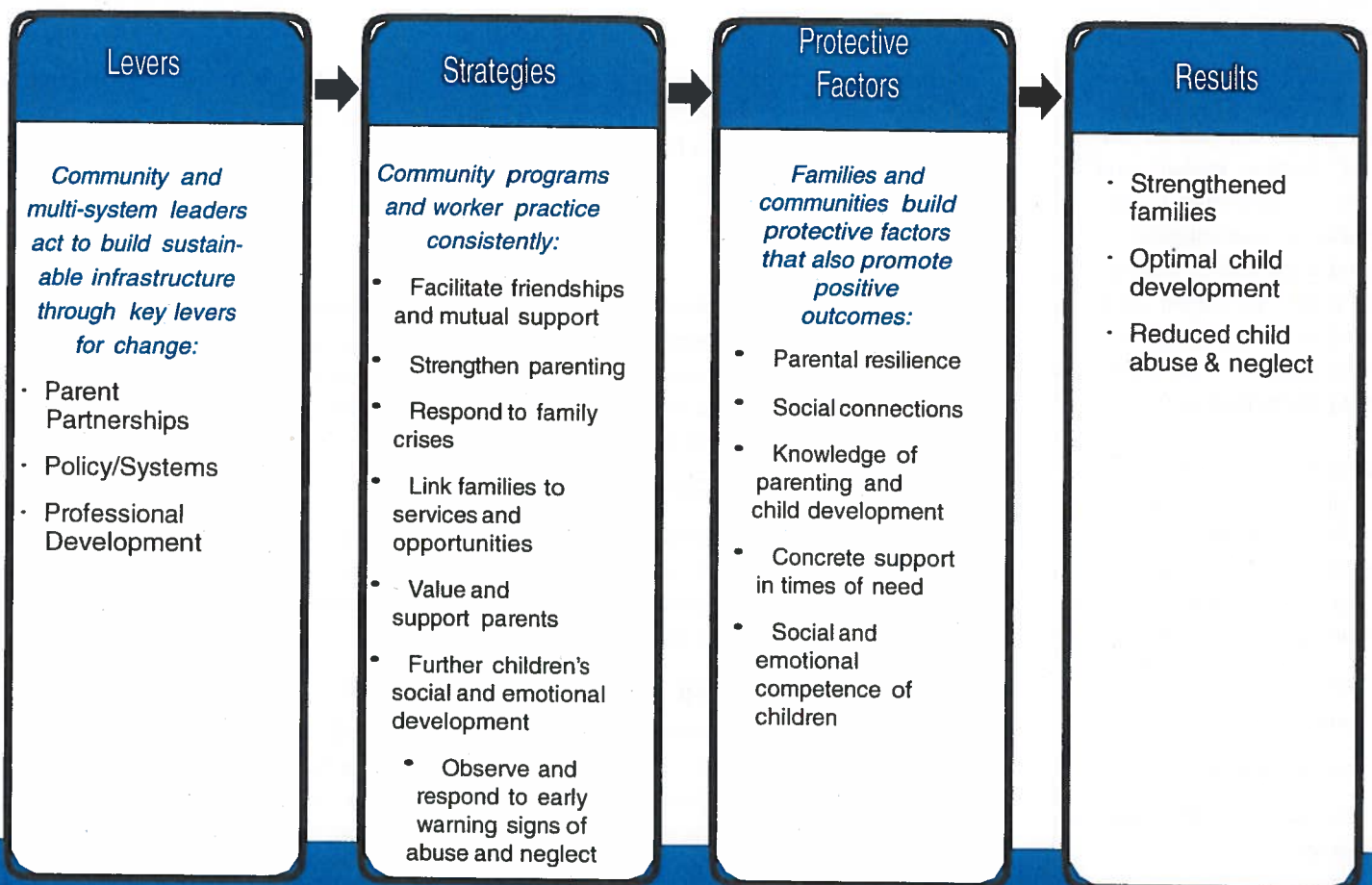
Social and Emotional Competence of Children

A child or youth's ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults, and peers. Challenging behaviors or delayed development create extra stress for families, so early identification and assistance for both parents and children can head off negative results and keep development on track.

Mobilizing partners, communities and families
to build family strengths, promote optimal
development and reduce child abuse and neglect

The Strengthening Families Approach

- n Benefits ALL families
- n Builds on family strengths, buffers risk, and promotes better outcomes
- n Can be implemented through small but significant changes in everyday actions
- n Builds on and can become a part of existing programs, strategies, systems and community opportunities
- n Is grounded in research, practice and implementation knowledge



A New Vision

Families and communities, service systems and organizations:

- Focus on building protective and promote factors to reduce risk and create optimal outcomes for all children, youth and families
- Recognize and support parents as decision-makers and leaders
- Value the culture and unique assets of each family
- Are mutually responsible for better outcomes for children, youth and families

Strengthening Families for Practitioners

Every parent has high hopes for their children. But even great parents need help to make those hopes a reality. And sometimes, the stress of being a parent can overwhelm even the best intentions. Fortunately, most parents have a ready resource to help them: the child care and early education programs that their children are already a part of. These programs are where families already feel comfortable with the staff that care for and work with their children every day.

Strengthening Families was developed to help these local programs understand how they can be an excel-

lent resource for the children and families they serve. It is a research-based, cost-effective approach that focuses on building five Protective Factors that promote healthy development for children, better outcomes for families and reduce the likelihood of child abuse and neglect. The Protective Factors are:

- Parental Resilience
- Social Connections
- Knowledge of Parenting and Child Development
- Concrete Support in Times of Need
- Social and Emotional Competence of Children

What are the advantages of Strengthening Families?

- It is affordable. Most public and private child care programs can adopt this approach by making small but significant changes in their everyday practice without additional cost. In many states, child abuse prevention funds, professional development opportunities and other resources may be available to help programs implement Strengthening Families.
- It has widespread support. More than 30 states and many counties and cities are using the Protective Factors Framework supported by federal, state and local

funds. It helps everyone who works with children and families understand the same research and use the same language for the common work they are doing.

- Local programs are ready to go to work. A nationwide survey by the National Association for the Education of Young Children, the professional association for early childhood practitioners, showed that 97 percent of teachers and administrators wanted to do more to promote healthy families and prevent child maltreatment; and, asked for help to do it effectively.

Program Strategies that Build Protective Factors

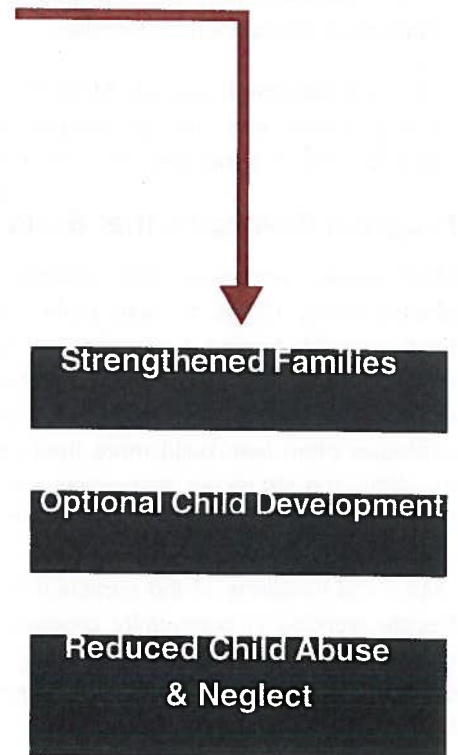
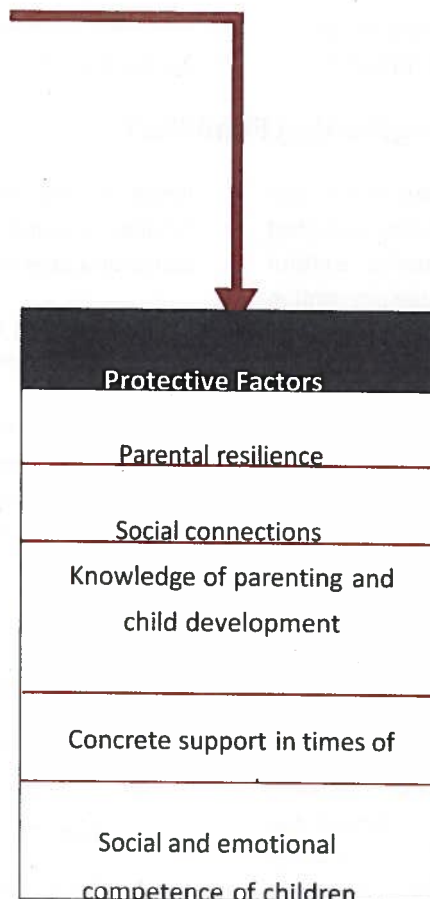
Most people who work with children and families are already doing things to help build Protective Factors. Field research behind Strengthening Families identified seven key strategies that exemplary programs use in their work to build protective factors with families. The same strategies often help build more than one protective factor. While the strategies themselves are consistent across many different kinds of programs, the way programs implement them are adapted to the culture, concerns, values and traditions of the particular families they serve. People working in community programs, early care and education, child welfare, family support and the many other places can adapt these strategies to support the families and children they encounter.

The Seven Program Strategies are:

1. Facilitate Friendships and Mutual Support
2. Strengthen Parenting
3. Respond to Family Crises
4. Link Families to Services and Opportunities
5. Value and Support Parents
6. Facilitate Children's Social and Emotional Development
7. Observe and Respond to Early Warning Signs of Abuse and Neglect

How programs help strengthen families, promote optimal child development and prevent child abuse and neglect

Program strategies that:
Facilitate friendships and mutual support
Strengthen parenting
Respond to family crises
Link families to services and opportunities
Facilitate children's social and emotional development
Observe and respond to early warning signs of child abuse or neglect
Value and support parents



The Protective Families Framework and Early Care and Education Programs

Protective Factor that Helps Promote Optimal Child Development and Reduce Abuse and Neglect:

Parental Resilience

A parent's psychological health plays an important role in their child's development. Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems and effectively rise to the challenges that emerge in every family's life. Resilient parents form strong attachments to their children, foster the child's healthy development and are less likely to abuse or neglect their children.

Knowing when and how to seek help, and how to use it effectively, is a vital part of bouncing back from problems. Relationships with people they trust can help parents seek help for problems such as depression, feelings of frustration or assistance with a crisis.

Parents who have experienced violence, abuse and neglect or have had other adverse experiences may need extra caring relationships as adults to help them feel confident as parents and to develop and maintain positive relationships with their children.

Train staff to develop trusting relationships with families during program time, and provide an opportunity for these relationships to flourish.

Hire or develop family support workers who build relationships with parents.

Understand that mental health consultants are an integral part of the staff team, available to staff and to parents when additional support is needed.

Train staff to observe children for early signs of child or family distress and respond to both children and their families with encouragement, support and help in solving problems.

The Protective Families Framework and Early Care and Education Programs

Protective Factor that Promotes Optimal Child Development and Reduces Child Abuse and Neglect:

Social Connections

Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving. Being new to a community, recently divorced or a first-time parent makes a support network even more important; it may require extra effort from programs to help families build the new relationships they need.

Belonging to a network builds parents' "social capital" and encourages opportunities to "give back." It helps develop a community that helps each other out, solves problems together and provides fun and companionship.

Friendships lead to mutual assistance in getting tangible resources all families need from time to time, such as transportation or occasional child care. Friendships also help lend emotional support.

Social connections help parents to develop and reinforce community norms about behavior that affects everyone. Norms against harsh discipline help reduce child abuse and neglect; norms about high expectations for children foster more achievement; norms about healthy eating and activity create a greater chance for long-term health.

Helping parents build friendships and other positive connections can reduce isolation, which is a consistent risk factor for negative outcomes like child abuse and neglect, domestic violence and depression.

Set aside space for parents, with coffee or snacks, or other ways to offer parents a welcoming space atmosphere to mingle and talk.

Use regular potluck dinners with parents and children to make a special effort to reach out to new parents and foster new friendships.

Sponsor sports and outdoor activities for parents, including men.

Provide classes and workshops on parenting, cooking, health and other topics of interest.

Connect parents with organizations and resources outside the program such as churches or other classes that fit their interest.

Create special outreach and activities for fathers, grandparents and other extended family members.

The Protective Families Framework and Early Care and Education Programs

Protective Factors that Promotes Optimal Development for Children and Reduces Abuse and Neglect:

Knowledge of Parenting and Child Development

Parents who understand the usual course of child development are more likely to be able to nurture their children's healthy development and less likely to be abusive or harmful to their children.

Basic information about child development and parenting comes from multiple sources, including extended families, cultural practices, books, television and other media, formal parent education classes and a parent's own experiences.

Observing other children of similar age helps parents understand their own child in relationship to other children.

All parents need just-in-time help from someone they trust in to help them manage new chapters in their children's development as well as specific behavior problems such as biting or hitting, without resorting to harsh discipline techniques.

Observing caregivers who use positive techniques for managing children's behavior, seeing men as well as women in nurturing roles, and learning from a program's efforts to teach children non-violent ways to resolve conflicts are key ways that parents may learn alternatives to their own negative experiences.

Parents of children with developmental or behavior problems or special needs need knowledgeable coaching and support in their parenting roles to reduce their frustration and help them become the parents their children need.

Offer informal daily interactions between parents and program staff, plus coaching from staff on specific issues (for example: biting, sharing toys, bullying) when they arise.

Provide multiple parent education opportunities through classes or workshops that address topics parents initiate or that respond to current issues.

Provide observation opportunities such as video monitors or windows into classrooms and outdoor space where parents can watch their child interacting with other children and learn new techniques by observing staff.

Give parents opportunities to participate in conversations with other parents about their own experiences as children and how they want to change their parenting for their children.

The Protective Families Framework and Early Care and Education Programs

Protective Factor that Promotes Optimal Child Development and Reduces Child Abuse and Neglect:

Concrete Support in Times of Need

Families need to have basic needs (shelter, food, clothing, health care) met to ensure a child's healthy development. Programs of all kinds need to be able to direct families to services and supports for meeting basic needs when necessary.

A family crisis such as unemployment, illness or death can create extreme stress within the family and make less attention available to support a child's developmental needs. Informal networks of support as well as tangible assistance can lessen the impact of a crisis.

Another kind of family crisis occurs when families experience domestic violence, substance abuse or mental illness. In these situations, professional services are required, along with support for family members to achieve safety and stability.

Connect parents to economic resources such as job training and social services or serve as an access point for health care, child care subsidies and other benefits.

Provide for immediate needs through a closet with extra winter coats and a direct connection to a food pantry; facilitating help from other parents when appropriate.

Know how to help families' access crisis services such as a battered women's shelter, mental health services or substance abuse counseling by providing transportation and the name of a person instead of a phone number.

Train staff to listen for family stress and initiate positive conversations about family needs.

The Protective Families Framework and Early Care and Education Programs

Protective Factor that Promotes Optimal Development and Reduces Abuse and Neglect:

Social and Emotional Competence of Children

What It Means

A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults and peers. A baby's early attachment to its parents is the first step in this process.

Parents and caregivers grow more responsive to children's needs – and less likely to feel stressed or frustrated – as children learn to tell parents what they need and how parental actions make them feel rather than act them out.

Children with challenging behaviors or delays in social emotional development are at greater risk for abuse. Identifying and working with children early to keep their development on track helps keep them safe and helps their parents facilitate their child's development.

Children who have experienced or witnessed violence need special care from a program – an environment where they feel safe with trained staff experienced in dealing with experienced traumatic events.

How Programs Can Help

Use both structured curriculum and informal interaction to teach children to share, be respectful of others and express themselves through language.

Provide art programs that allow children to express themselves in ways other than words.

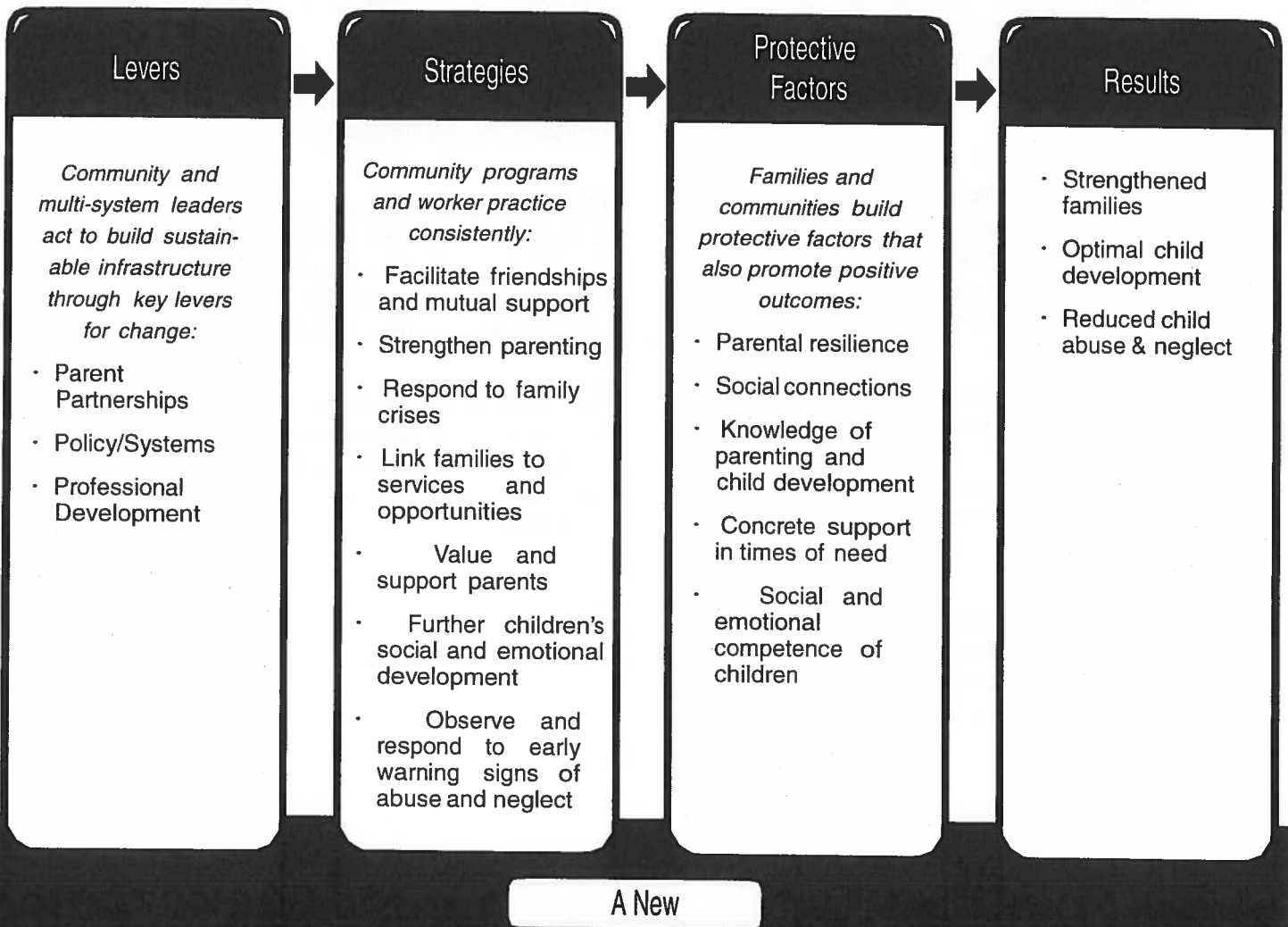
Have ongoing engagement and communication with parents about their child's social emotional development and the actions the program is taking to facilitate it. Children often take home what they are learning at school.

Take timely action when there is a concern – this might include asking another experienced teacher or staff member to help observe a child, talking with the parent or bringing in a consultant.

Mobilizing partners, communities and families
build family strengths, promote optimal
development and reduce child abuse and neglect

The Strengthening Families Approach

- Benefits ALL families
- Builds on family strengths, buffers risk, and promotes better outcomes to
- Can be implemented through small but significant changes in everyday actions
- Builds on and can become a part of existing programs, strategies, systems and community opportunities
- Is grounded in research, practice and implementation knowledge



Families and communities, service systems and organizations:

- Focus on building protective and promotive factors to reduce risk and create optimal outcomes for all children, youth and families
- Recognize and support parents as decision-makers and leaders
- Value the culture and unique assets of each family

- Are mutually responsible for better outcomes for children, youth and families

Collaboration across multiple service systems is central to the Strengthening Families approach. State and local leadership teams for Strengthening Families are made up of multiple agencies and partners, including community and parent leaders. Each represent a unique part of the systems of support that families need. Partnerships have developed because each partner can see a benefit of the Protective Factors to their own work with families, so they are willing to align resources and share leadership for planning and results. These leadership teams have demonstrated that Strengthening Families can be a powerful tool for helping separate elements of support join together as an effective system to achieve outcomes for children and families.

As a comprehensive approach to working with families and not a model program, Strengthening Families is intended to be adapted to different contexts, programs and service systems. This allows each partner to apply the Protective Factors Framework within the context of their own work with children and families – whether that is domestic violence services, family child care, services for children with special needs or others. In addition, because Strengthening Families does not require new funding and can be implemented through low-cost and no-cost innovations, it has helped agencies shape existing resources around common goals. States with no new dollars to spend have built the Protective Factors Framework into existing contracts, requests for proposals, trainings or other vehicles already in place to shape and support collaborative practices.

Strengthening Families also supports family leadership, an arena that has often been a challenge for formal service systems. The Protective Factors Framework applies to all families and focuses on building strengths, which offers a positive starting point for family engagement. Program strategies built on the framework are intended to be adapted to the cultures, traditions and values of participating families, since Protective Factors are built and expressed differently in different contexts. Many tools and concrete examples for building parent leadership and engaging families as partners have been developed through Strengthening Families initiatives around the country.

The Strengthening Families approach to collaboration, using the common language of research-based Protective Factors to describe results for families across systems, has led to:

- Better understanding of the role that each service system – both administrators and practitioners – plays in supporting families
- More effective partnerships among agencies and among individual workers
- A professional development system that fosters collaboration by creating a common language and common approach across disciplines
- Greater appreciation for the significant role that non-governmental community resources like informal networks, churches, social groups and cultural practices play in building protective factors with families
- Consistent, positive messages about building on strengths that encourage family engagement and partnerships
- Greater cumulative impact on results for both children and their families across systems

strengthening families

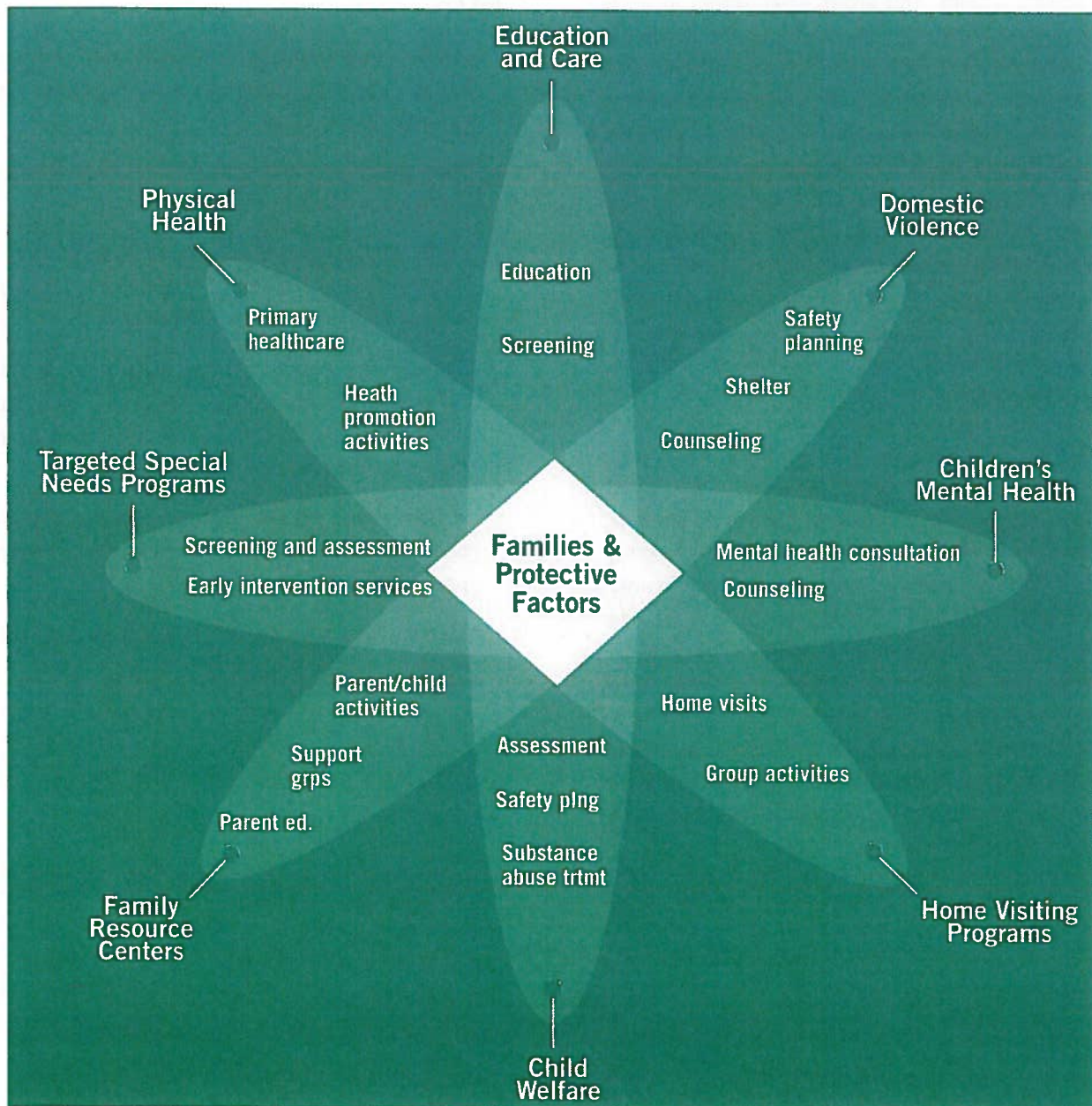
A PROTECTIVE FACTORS FRAMEWORK

State leadership teams have used the Strengthening Families framework to show how all parts of a system are linked through efforts to build protective factors with families.

Diverse agencies and programs are responsible for specialized parts of the system, but all of them focus some aspect of their work on families. Their goals intersect in the need to create a strong partnership with families and to support the family's role in promoting their children's development.

The Protective Factors Framework combines familiar research findings that already guide policies and practices into a comprehensive approach to supporting families. The framework offers a common language to describe what all families need regardless of which part of the system they touch:

- Parental Resilience
- Social Connections
- Knowledge of Parenting and Child Development
- Concrete Support in Times of Need
- Social and Emotional Competence of Children



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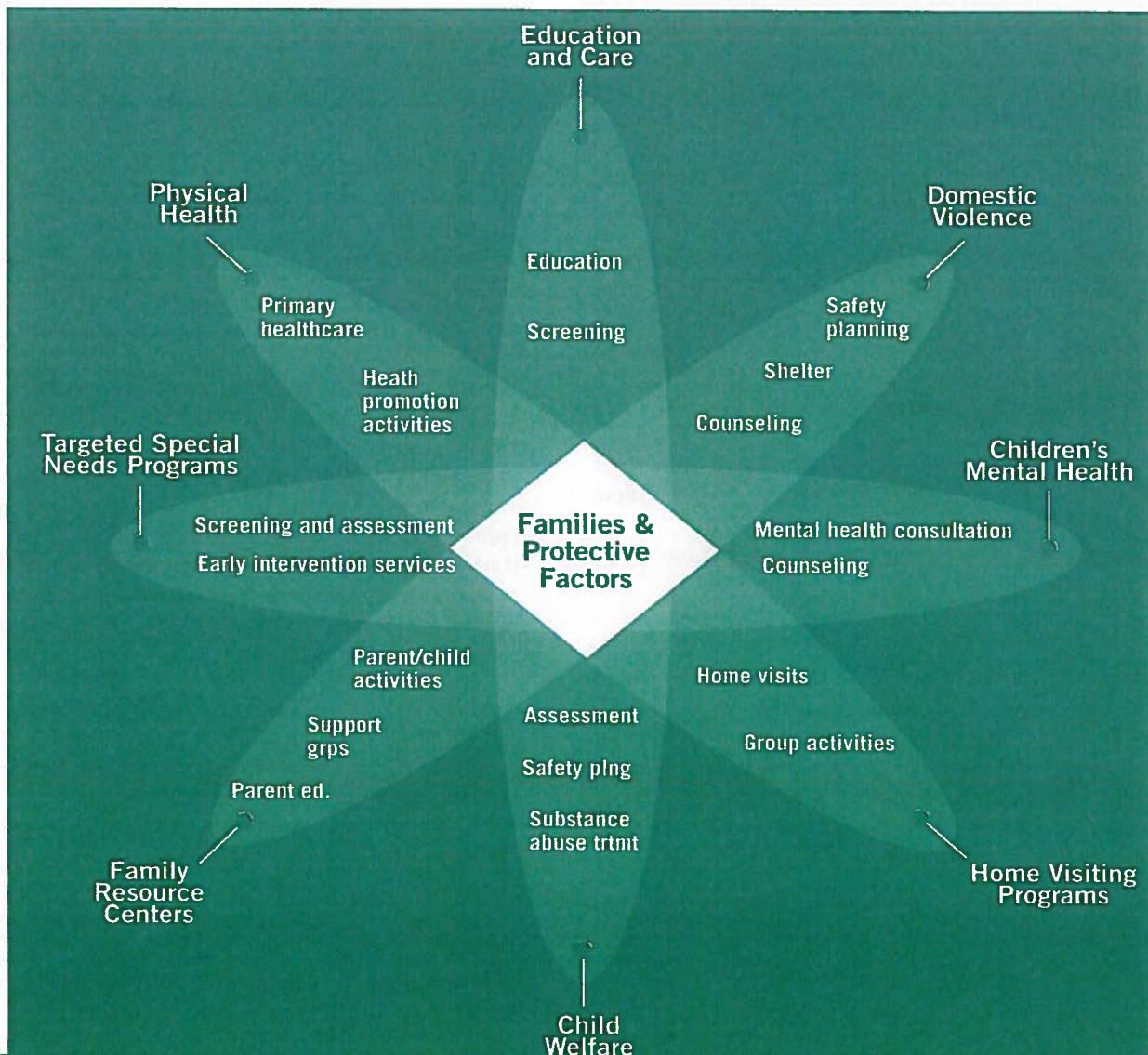
Levers for Change: Implementing and Sustaining Strengthening Families in States and Counties

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Levers for Change: Implementing and Sustaining Strengthening Families in States and Counties

Implementing Strengthening Families at a state, county or local level requires engaging the programs and services that already provide support for children and families as partners. States participating in the Strengthening Families National Network have found three key “levers for change” are critical for fully realizing the promise of Strengthening Families.

Using very small investments, these levers can create incentives, capacity and significant momentum to encourage local programs and service systems to use the Protective Factors Framework. The levers create a systemic, scalable and sustainable opportunity to implement the Protective Factors.

The three levers for change are: Parent partnerships Professional development Policy and systems

Parent Partnerships

Leadership from parents at every level ensures that program and practice strategies (a) are responsive and relevant to all kinds of family needs and choices (b) model the relationships among families, service providers, and community resources that can promote the best possible partnership to support children’s development and (c) engage parents as active partners. Partnerships work best when many parents are consistently involved as decision-makers in program planning, implementation and assessment.

Starting points for implementing successful parent partnerships:

- Reach out and partner with existing parent organizations
- Create and maintain prominent leadership roles for parents
- Continually assess what motivates parents to engage in program leadership
- Provide leadership training and support for parent leaders to participate
- Create opportunities for parents to engage with other parents in understanding and using the protective factors in their own families
- Designate specific resources for parent engagement, participation and leadership

Professional Development

Infusing the Protective Factors Framework into training for all people who work with children and families helps build a workforce across disciplines with common knowledge, goals and language. Professionals at every level, from frontline workers to supervisors and administrators, should get training tailored to their roles with a consistent message focused on Strengthening Families.

Starting points for using professional development to implement Strengthening Families:

- Provide orientation and training on Strengthening

Families at professional conferences and meetings
Offer the Protective Factors Framework to current training providers to leverage existing training capacity

Integrate Strengthening Families research and Protective Factors Framework into university, college, continuing education and certificate programs

Incorporate Strengthening Families concepts into new worker training

Develop online training and distance learning opportunities

Reinforce training with follow-up support, such as reflective supervision and ongoing mentoring

Policies and Systems

Strengthening Families can serve as a platform for coordination across diverse initiatives since it’s based on research used by different disciplines and focuses on goals held in common by several departments and agencies.

The Protective Factors Framework provides a bridge for promoting optimal child development AND preventing child abuse and neglect. Regulations and procedures that govern everyday practice are one avenue for creating and reinforcing linkages across agencies using Strengthening Families as a basis for their work.

Policy and systems strategies for building collaboration:

Engage multidisciplinary partners responsible for improving child outcomes and preventing maltreatment in Strengthening Families state leadership

Use the Protective Factors Framework to define a shared set of desired outcomes for families across systems and disciplines

Link Strengthening Families to cross-systems planning efforts as a way to implement common language and common goals Adapt contracting methods for funding

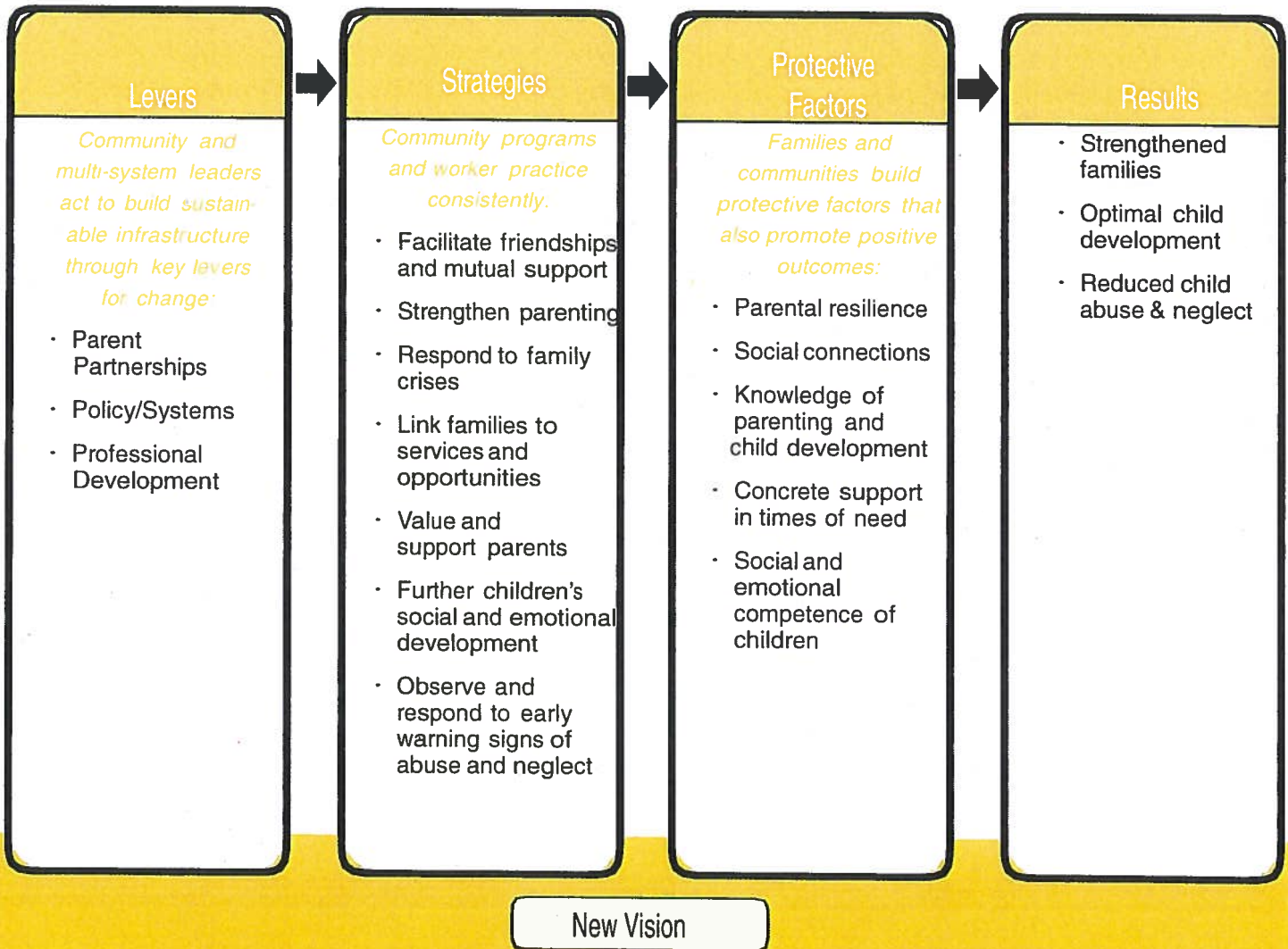
and assessing programs to include a focus on Protective Factors

Revise job requirements, performance reviews and performance contracts to reflect the Strengthening Families approach to working with children and famili

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Families National Network

What We Know: Families thrive when protective factors are robust in their lives and communities.

The Protective Factors Framework is the foundation of the Strengthening Families Approach. It summarizes what research reveals about the family attributes that act as buffers against stress and protect against the likelihood of child maltreatment. These same five factors are also “promotive factors” that build strengths and help create a family environment that promotes optimal child and youth development.

The Protective Factors include:

1. Parental Resilience
2. Social Connections
3. Knowledge of Parenting and Child Development
4. Concrete Support in Times of Need
5. Social and Emotional Competence of Children

The Center for the Study of Social Policy (CSSP) connects the many partners who are implementing the Protective Factors approach through the Strengthening Families National Network.

Strengthening Families is by far the most recognized child abuse prevention strategy in the nation, supported by leaders at every level. The network provides a forum for sharing the many tools and ongoing learning emerging across national, state and local work.

National Partner Organizations

- “ *The National Alliance of Children's Trust and Prevention Funds* provides leadership and major support for Strengthening Families implementation through the Alliance's Parent Partnership Council and through a powerful learning community of more than 30 state Children's Trust Funds and their partners.
- “ *United Way Worldwide* has developed tools and strategies to help local United Ways embed Strengthening Families in their work. This includes using the Protective Factors as a guide for funding decisions, 2-1-1 operations, early childhood and family services and for developing innovative Strengthening Families programs for their business partners.
- “ *ZERO TO THREE* has developed and delivered waves of high quality training to cross disciplinary teams of almost 1,000 trainers, helping more than 30,000 child care providers put the Protective Factors Framework into practice.
- “ *Child Welfare Information Gateway* uses and promotes the Protective Factors Framework and Levers for Change to outline guidance for child abuse prevention strategies throughout the country on its websites and in its annual resource guides.
- “ *FRIENDS National Resource Center for Community-Based Child Abuse Prevention* supports community-based child abuse prevention grantees in all 50 states using Protective Factors as a basis for their work. It has also developed a validated survey to measure results with families.
- “ *Parents As Teachers* has incorporated Strengthening Families into its basic curriculum, using the framework for a variety of parent educator and family child care provider trainings, annually reaching more than 350,000 children worldwide.

State and Local Strengthening Families Initiatives

More than 30 states have developed interdisciplinary leadership teams to implement Strengthening Families. While implementation differs greatly from state to state, there is a commitment in each jurisdiction to use every opportunity to increase the use of the Strengthening Families approach across agencies and programs. In addition to parent leaders, state leadership teams include representatives from child welfare, early childhood, maternal and child health, education, mental health, juvenile justice and sometimes corrections and legal services.

Several counties and local communities have developed their own local implementation of Strengthening Families, using the approach as a powerful tool to increase collaboration among agencies, engage parent leaders more consistently and link state and community resources more effectively.

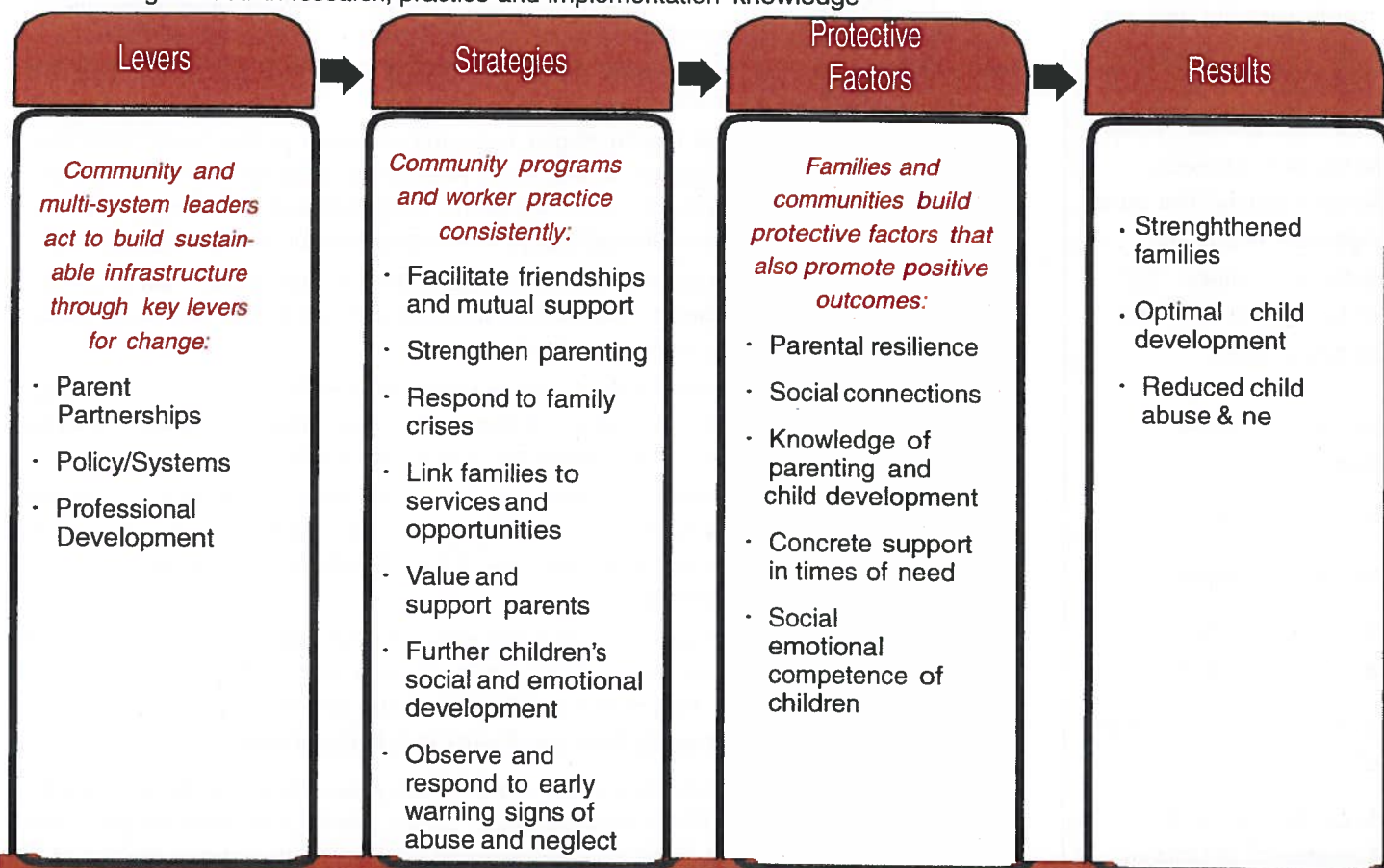
strengthening families

A PROTECTIVE FACTORS FRAMEWORK

Mobilizing partners, communities and families
to build family strengths, promote optimal
development and reduce child abuse and neglect

The Strengthening Families Approach

- n Benefits ALL families
- n Builds on family strengths, buffers risk, and promotes better outcomes
- n Can be implemented through small but significant changes in everyday actions
- n Builds on and can become a part of existing programs, strategies, systems and community opportunities
- n Is grounded in research, practice and implementation knowledge



A New Vision

Families and communities, service systems and organizations:

- Focus on building protective and promotive factors to reduce risk and create optimal outcomes for all children, youth and families
- Recognize and support parents as decision-makers and leaders
- Value the culture and unique assets of each family
- Are mutually responsible for better outcomes for children, youth and families

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA
93243	1	91201	2	91324	2	91367	2	91426	2
93510	1	91202	2	91325	2	91371	2	91436	2
93532	1	91203	2	91326	2	91372	2	91470	2
93534	1	91204	2	91327	2	91376	2	91482	2
93535	1	91205	2	91328	2	91380	2	91495	2
93536	1	91206	2	91329	2	91381	2	91496	2
93539	1	91207	2	91330	2	91383	2	91497	2
93543	1	91208	2	91331	2	91384	2	91499	2
93544	1	91209	2	91333	2	91385	2	91501	2
93550	1	91210	2	91334	2	91386	2	91502	2
93551	1	91214	2	91335	2	91388	2	91503	2
93552	1	91221	2	91337	2	91392	2	91504	2
93553	1	91222	2	91340	2	91393	2	91505	2
93563	1	91224	2	91341	2	91394	2	91506	2
93584	1	91225	2	91342	2	91395	2	91507	2
93586	1	91226	2	91343	2	91396	2	91508	2
93590	1	91301	2	91344	2	91399	2	91510	2
93591	1	91302	2	91345	2	91401	2	91521	2
93599	1	91303	2	91346	2	91402	2	91522	2
90290	2	91304	2	91350	2	91403	2	91523	2
91011	2	91305	2	91351	2	91404	2	91526	2
91012	2	91306	2	91352	2	91405	2	91601	2
91020	2	91307	2	91353	2	91406	2	91602	2
91021	2	91308	2	91354	2	91407	2	91603	2
91023	2	91309	2	91355	2	91408	2	91604	2
91040	2	91310	2	91356	2	91409	2	91605	2
91041	2	91311	2	91357	2	91410	2	91606	2
91042	2	91312	2	91361	2	91411	2	91607	2
91043	2	91313	2	91362	2	91412	2	91608	2
91046	2	91316	2	91363	2	91413	2	91609	2
91050	2	91321	2	91364	2	91416	2	91610	2
91051	2	91322	2	91365	2	91423	2	91611	2

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA
91612	2	91116	3	91740	3	91797	3	90042	4
91614	2	91117	3	91741	3	91801	3	90046	4
91615	2	91118	3	91744	3	91802	3	90048	4
91616	2	91121	3	91745	3	91803	3	90050	4
91617	2	91123	3	91746	3	91804	3	90051	4
91618	2	91124	3	91747	3	91841	3	90053	4
91001	3	91125	3	91748	3	91896	3	90054	4
91003	3	91126	3	91749	3	90004	4	90055	4
91006	3	91129	3	91750	3	90005	4	90057	4
91007	3	91131	3	91754	3	90006	4	90060	4
91009	3	91175	3	91755	3	90010	4	90065	4
91010	3	91182	3	91756	3	90012	4	90068	4
91016	3	91184	3	91765	3	90013	4	90069	4
91017	3	91185	3	91766	3	90014	4	90070	4
91024	3	91186	3	91767	3	90015	4	90071	4
91025	3	91187	3	91768	3	90017	4	90072	4
91030	3	91188	3	91769	3	90019	4	90074	4
91031	3	91189	3	91770	3	90020	4	90075	4
91066	3	91191	3	91771	3	90021	4	90076	4
91077	3	91702	3	91772	3	90023	4	90078	4
91101	3	91706	3	91773	3	90026	4	90079	4
91102	3	91711	3	91775	3	90027	4	90081	4
91103	3	91715	3	91776	3	90028	4	90084	4
91104	3	91716	3	91778	3	90029	4	90086	4
91105	3	91722	3	91780	3	90030	4	90087	4
91106	3	91723	3	91788	3	90031	4	90088	4
91107	3	91724	3	91789	3	90032	4	90093	4
91108	3	91731	3	91790	3	90033	4	90096	4
91109	3	91732	3	91791	3	90036	4	90102	4
91110	3	91733	3	91792	3	90038	4	90009	5
91114	3	91734	3	91793	3	90039	4	90024	5
91115	3	91735	3	91795	3	90041	4	90025	5

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA
90034	5	90295	5	90082	6	90607	7	90245	8
90035	5	90296	5	90089	6	90608	7	90247	8
90045	5	90311	5	90174	6	90609	7	90248	8
90049	5	90312	5	90185	6	90610	7	90249	8
90056	5	90397	5	90220	6	90631	7	90250	8
90064	5	90401	5	90221	6	90633	7	90251	8
90066	5	90402	5	90222	6	90637	7	90254	8
90067	5	90403	5	90223	6	90638	7	90260	8
90073	5	90404	5	90224	6	90639	7	90261	8
90077	5	90405	5	90262	6	90640	7	90266	8
90080	5	90406	5	90723	6	90650	7	90267	8
90083	5	90407	5	90022	7	90651	7	90274	8
90094	5	90408	5	90040	7	90652	7	90275	8
90095	5	90409	5	90058	7	90659	7	90277	8
90099	5	90410	5	90063	7	90660	7	90278	8
90209	5	90411	5	90091	7	90661	7	90301	8
90210	5	90001	6	90101	7	90662	7	90302	8
90211	5	90002	6	90201	7	90665	7	90303	8
90212	5	90003	6	90202	7	90670	7	90304	8
90213	5	90007	6	90239	7	90701	7	90305	8
90230	5	90008	6	90240	7	90702	7	90306	8
90231	5	90011	6	90241	7	90703	7	90307	8
90232	5	90016	6	90242	7	90706	7	90308	8
90233	5	90018	6	90255	7	90707	7	90309	8
90263	5	90037	6	90270	7	90711	7	90310	8
90264	5	90043	6	90280	7	90712	7	90313	8
90265	5	90044	6	90601	7	90713	7	90398	8
90272	5	90047	6	90602	7	90714	7	90501	8
90291	5	90052	6	90603	7	90715	7	90502	8
90292	5	90059	6	90604	7	90716	7	90503	8
90293	5	90061	6	90605	7	90809	7	90504	8
90294	5	90062	6	90606	7	90888	7	90505	8

ZIPCODE	SPA	ZIPCODE	SPA
90506	8	90832	8
90507	8	90833	8
90508	8	90834	8
90509	8	90835	8
90510	8	90840	8
90704	8	90842	8
90710	8	90844	8
90717	8	90845	8
90731	8	90846	8
90732	8	90847	8
90733	8	90848	8
90734	8	90853	8
90744	8		
90745	8		
90746	8		
90747	8		
90748	8		
90749	8		
90801	8		
90802	8		
90803	8		
90804	8		
90805	8		
90806	8		
90807	8		
90808	8		
90810	8		
90813	8		
90814	8		
90815	8		
90822	8		
90831	8		

EXHIBIT B

BUDGET AND NARRATIVE

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF SCSF CONTRACTOR)

(hereinafter referred to as "SCSF Services Contractor") has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as "COUNTY") to provide SCSF Services. SCSF Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an SCSF Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that SCSF Contractor will protect the confidentiality of all such data. Consequently, SCSF Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. SCSF Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF SCSF CONTRACTOR)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY's Community-Based Support Division.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY's Community-Based Support Division.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

SCSF Contractor's Signature: _____

SCSF Contractor's Name: _____

Date: _____

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

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

Contractor Name _____

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19)

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor,

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

Contractor Name _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19)

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor,

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

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

Revision: March 2012

AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.2 Prepaid Expenses

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

ACCOUNTING SYSTEM

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

2.1 General Journal

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

Example:	Debit	Credit
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

- Date
- Receipt Number
- Cash Debit Columns

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

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

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

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

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

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of

the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

3.0 Records

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

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

3.1 Retention

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

3.2 Supporting Documentation

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

Invoices, receipts, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or***

receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

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

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

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

documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

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

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

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

3.4 Filing

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

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

3.5 Referencing

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

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

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for

payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

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

5.0 Audits

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

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

6.0 Single Audit Requirements

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

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

7.0 Subcontracts

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

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

subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

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

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

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

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

Separation of Duties

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

4.0 Capital Assets

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

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

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

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

Non-Capital Asset Equipment

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

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

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

4.2 Asset Identification and Inventory

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

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

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

4.3 Depreciation and Use Allowance

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.

- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

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

4.5 Security

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

4.6 Property Management

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

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

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

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

C. COST PRINCIPLES

1.0 Policy

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

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

1.3 Budget Limitation

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

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

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

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

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

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

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

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

Simplified Allocation Method

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

Example

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

Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

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

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

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

E. OVERPAYMENTS

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

F. GOVERNANCE

OVERVIEW

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

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

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

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

1.0 Independence

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

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

2.0 Oversight Mechanisms

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

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

reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

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

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

3.0 Oversight Committees

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

Nominating Committee

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

Compensation and Benefits Committee

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

Audit Committee

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

Annual Audit Duties:

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

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

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

3.0 Reporting Fraud/Misconduct

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

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

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

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

Online: www.lacountyfraud.org
Email: hotline@auditor.lacounty.gov
Toll Free: (800) 544-6861
U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012

Internal Revenue Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

Can My Employees Get Advance EIC Payments?

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

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

EXHIBIT I

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

ss:	
State:	Zip Code:
ber:	
Type of Goods or Services):	

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's Name)

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

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

OR

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

Signature Date

Name and Title (please type or print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment

REQUIRED SUB-CONTRACT COMPONENTS

ALL SUB-CONTRACTS SHALL INCLUDE, AT A MINIMUM, THE LANGUAGE IN SECTION I AND THE COMPONENTS LISTED IN SECTION II BELOW:

SECTION I

The recitals of the sub-contract shall include the following:

WHEREAS, in order to fulfill its obligations to the County of Los Angeles under the Prime Contract, Contractor desires to engage Sub-contractor for _____ Services, and

Prime Contract

Notwithstanding any other provision of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with the County of Los Angeles and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the County of Los Angeles.

Third Party Beneficiary

Contractor and Subcontractor understand and agree that this Subcontract is entered into for the benefit of the County of Los Angeles, and that the County of Los Angeles is hereby expressly made a third party beneficiary of this Subcontract.

Notwithstanding any other provision of this subcontract, the County of Los Angeles does not intend for the Subcontractor to acquire any rights as a third party beneficiary of the prime contract.

Insurance requirements

An option for compliance with the insurance requirements of the Contract is for the Prime Contractor to cover the sub-contractor on their agency's insurance policy. If not, the sub-contractor must purchase coverage to meet the following insurance requirements.

General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this

Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of the Prime Contract, Exhibit A. 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.

Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

Insurance Coverage Requirements:

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

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.

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

Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Payments

The section that addresses payments shall include the following sub-section:

The County of Los Angeles shall not be liable or responsible in any way to the Sub-contractor or its officers, employees and agents, for any compensation or costs related to this Sub-contract.

SECTION II

Parties to the sub-contract

The sub-contract must indicate the names of all parties to the sub-contract.

Addresses of prime and sub contractors

The sub-contract shall include addresses of the prime and sub-contractors, and indicate them as such.

Nature of services being contracted to be included in the Recitals

The sub-contract shall indicate the nature of services the prime contract provides, and the nature of the services the sub-contract will provide.

Length of the sub-contract

The sub-contract shall include the start date and end date of the contract.

Maximum Contract Sum

The sub-contract shall include the total contract amount for the length of the contract.

Invoice and Payment Information

The section that addresses payments shall detail: the unit of payment i.e. hourly, daily, or the service rate; the number of units of service the sub-contractor will provide, and a complete description of the services to be provided.

The sub-contract shall include a method for the sub-contractor to submit invoices, and a method for the sub-contractor to be paid.

Confidentiality language

Language mandating compliance with Contractor's Non-Employee Acknowledgment and Confidentiality Agreement; and mandating the maintenance of confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

Federal Excluded Party List

Language mandating verification that the subcontractor or sub-contractor's employees are in the Federal Excluded Party List System.

<https://www.epls.gov/>

County of Los Angeles Debarment List

Language mandating verification that the subcontractor or sub-contractor's employees are not on the County of Los Angeles Debarment List.

<http://purchasingcontracts.co.la.ca.us/DebarmentList.asp>

Criminal Clearance language

Language mandating the criminal clearance of sub-contractor and sub-contractor's employees.

Language indicating that the sub-contractor and the sub-contractor's employees are mandated to disclose any prior or subsequent criminal conviction record or any pending criminal trial.

Language prohibiting the engagement of services of any individual convicted of any crime involving conduct that is harmful to the health, morals, welfare or safety of others including the offenses specified in Health and Safety Code 11590 (offenses requiring registration as a controlled substance offender) and all crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

Signature Page

The signature page shall include signature blocks for the prime contractor and the sub-contractor. Each signature block shall include lines for the:

- Name of Agency
- Printed Name of the Signer
- Printed Title of the Signer
- Signature

The signature block for the sub-contractor shall also include a line for the agency's **Tax Identification Number**.