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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

November 26, 2024

41 November 26, 2024

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

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD THREE CONTRACTS TO PROVIDE FAMILY PRESERVATION SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to award three contracts for Family Preservation (FP) services effective upon execution through June 30, 2025, with the County's option to extend for an additional four one-year contract terms through June 30, 2029.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to prepare and execute three contracts with the contractors and amounts indicated in Attachment A, to provide FP services, and execute contracts substantially similar to Attachment B. DCFS is requesting delegated authority to enter into contracts with the next ranking agencies in the Lancaster, Metro North, and Palmdale Regional Service Areas (RSA) from the recently completed Request for Proposals. The initial contract term is effective upon execution of the contracts through June 30, 2025, with the option to extend for four one-year periods from July 1, 2025 through June 30, 2029, at the County's sole discretion. The aggregate funding amount is \$6,950,009, financed using 11 percent Federal funds, 34 percent 2011 State Realignment funds, and 55 percent net County cost. Funding is included in the Fiscal Year (FY) 2024-2025 Adopted Budget, and will be included in the Department's budget requests for subsequent fiscal years.
2. Delegate authority to the Director of DCFS, or designee, to exercise the County's options to exercise the four options to extend these contracts for one-year periods by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel approval is obtained;

and c) Director of DCFS, or designee, notifies the Board and Chief Executive Office (CEO), in writing, within 10 business days after the execution of such amendments.

3. Delegate authority to the Director of DCFS, or designee, to further extend the contracts by written notice or amendment for an additional six months beyond June 30, 2029, if such time is necessary to allow time to complete a solicitation, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) Director of DCFS, or designee, notifies the Board and CEO, in writing, within 10 business days after the execution of such amendments.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the maximum contract sum not to exceed 10 percent, which may include carry-overs of unspent funds, to meet unanticipated demands; or, when an increase is necessitated by additional and necessary services, provided that: a) the amendment does not include cost of living adjustments; b) sufficient funding is available for increases; c) County Counsel approval is obtained prior to executing the amendment; and d) Director of DCFS, or designee, notifies the Board and CEO, in writing, within 10 business days after the execution of such amendment.

5. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contracts for any mergers, acquisitions or changes in ownership, any revisions necessitated by changes to County, State or Federal requirements, or to meet programmatic needs, provided that: a) County Counsel approval is obtained prior to executing the amendment; and b) Director of DCFS, or designee, notifies the Board and the CEO, in writing, within 10 business days after the execution of such amendment.

6. Delegate authority to the Director of DCFS, or designee, to execute amendments when contractors are willing to perform work left from an agency that chooses to sunset or terminate their contract, by increasing the maximum annual contract amount not to exceed 75 percent. Such increase is to be reallocated among the remaining contracts providing services in the same RSA or contiguous RSA for current and future extension periods, provided that: a) funding is available; b) County Counsel approval is obtained prior to executing the amendments; and c) DCFS notifies the Board and the CEO, in writing, within 10 business days of executing the amendments.

7. Delegate authority to the Director of DCFS, or designee, to terminate FP contracts for convenience or for contractor default, provided that: a) County Counsel approval is obtained prior to termination of the contract; and b) Director of DCFS, or designee, notifies the Board and the CEO, in writing, within 10 business days after such termination.

8. Delegate authority to the Director of DCFS, or designee, to execute new contracts as needed, in the event that a contract is terminated, provided that: a) County Counsel approval is obtained prior to execution of the contract; and b) Director of DCFS, or designee, notifies the Board and the CEO, in writing, within 10 business days after such execution.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

FP services are an integrated, comprehensive approach to strengthening and preserving families who are at risk of or already experiencing problems in family functioning, with the goal of assuring that children are maintained in a safe and nurturing environment. Los Angeles County has administered FP services in conjunction with a network of community-based partners since 1991.

The current FP contracts commenced on September 1, 2024, and Children's Bureau was awarded three contracts in the Lancaster, Metro North and Palmdale RSAs. DCFS determined that it is in the best interest of the County and to the benefit of the families awaiting FP services to enter into contracts with the next ranking agencies from the recently completed Request for Proposals process in the aforementioned impacted service areas. The next ranking agencies are Para Los Niños for the Metro North RSA and Optimist for both the Lancaster and Palmdale RSAs. The two agencies

indicated that they are willing and able to provide FP services upon the execution of the contracts.

DCFS notified the Board of the three contract terminations with Children's Bureau on November 4, 2024.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the County Strategic Plan North Star 1, Make Investments That Transform Lives, by supporting vulnerable populations; Strategy ii - Child Safety and Family Well-Being: Invest in efforts and supports that promote child safety, protection, and family well-being using the child welfare continuum of care model, while building out the County's Systems of Care.

### **FISCAL IMPACT/FINANCING**

The aggregate funding amount is \$6,950,009 with the initial contract term costing \$1,198,277. The estimated Maximum Annual Contract Amount beginning July 1, 2025, and thereafter is \$1,437,933. Funding for FP is financed using 11 percent Federal funds, 34 percent 2011 State Realignment funds, and 55 percent net County cost. Funding is included in the Department's FY 2024-2025 Adopted Budget. Please refer to Attachment A for detailed contract funding per contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On January 19, 2022, the California Department of Social Services approved the DCFS' request for a new, five-year contract term for FP services. Please see Attachment C.

All terms and conditions of the recommended contract were reviewed and approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On August 9, 2022, DCFS released the solicitation to procure FP services. The Request for Proposals announcement was posted on the Internal Services Department (ISD) and DCFS websites. In addition, the contracting opportunity was advertised in eight local newspapers, covering all areas of Los Angeles County. The virtual Proposer's Conference was held on September 7, 2022, via Webex. The initial FP proposal submission deadline was extended from November 15, 2022 to December 15, 2022, at the request of stakeholders. A total of 124 FP electronic proposals were received by the due date.

The Responsiveness Reviews were conducted from December 27, 2022 through January 27, 2023, resulting in the disqualification of 18 proposals. The virtual FP evaluator training was conducted on February 28, 2023, via Microsoft TEAMS. All of the evaluators signed and dated the Confidentiality and Disclosure Agreement and Certification of No Bias/Conflict of Interest forms. The virtual Informed Averaging Meetings were conducted via Microsoft TEAMS from March 11, 2023 through May 25, 2023. The reference checks were conducted from May 17, 2023 through July 20, 2023. Four of the agencies were awarded preference points, pursuant to Section II of the Implementation Instructions for the Social Enterprise (SE) Preference Program approved by the Board on February 13, 2007.

On January 3, 2024, DCFS sent out 56 tentatively selected and 50 non-selected letters. The non-selection letters trigger the debriefing phase of the solicitation process. DCFS held 11 debriefing meetings to discuss 27 non-selected proposals. Following the debriefing meetings, all 11 agencies submitted a Notice of Intent to Request a Proposer's Contractor Selection Review (PCSR) form. Subsequently, only three of the 11 agencies submitted a request for a PCSR. The PCSRs were conducted by DCFS personnel that were not involved in the solicitation process. The PCSR Reviewers determined that one of the three PCSRs submitted had merit. On April 24, 2024, the PCSR results were emailed to the three protesting agencies, along with the Transmittal Form to Request a County Independent Review (CIR). Only one of the three protesting agencies that submitted a PCSR proceeded to request a CIR. The CIR was completed by ISD on June 14, 2024, and the results concluded that the Proposer's assertions had no merit.

On August 6, 2024, a Board letter was approved to award 56 new contracts, which were executed by DCFS on August 29, 2024, with an effective date of September 1, 2024.

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

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the three contracts will help mitigate the waitlists already in place in the impacted service areas. FP service contracts will continue to help families facilitate and improve safety in their homes. The objective of the program is to provide services to enhance and ensure that families have the knowledge, skills and support to keep families together.

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 approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to the Department of Children and Family Services.

The Honorable Board of Supervisors

11/26/2024

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Respectfully submitted,

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

BRANDON T. NICHOLS

Director

BTN:LM:CMM:RWLTI:AO:MB:ml

Enclosures

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

## FAMILY PRESERVATION PROGRAM

REGIONAL OFFICE		AGENCY NAME		Initial Term	First Optional Year	Second Optional Year	Third Optional Year	Fourth Optional Year	
	SUPV DIST		CONTRACT NUMBER	Effective Upon Execution to 6/30/2025	7/1/2025 to 6/30/2026	7/1/2026 to 6/30/2027	7/1/2027 to 6/30/2028	7/1/2028 to 6/30/2029	MAXIMUM CONTRACT AMOUNT
LANCASTER	5	Optimist Youth Home & Family Service	24-9-57	\$395,833	\$475,000	\$475,000	\$475,000	\$475,000	\$2,295,833
				<b>\$395,833</b>	<b>\$475,000</b>	<b>\$475,000</b>	<b>\$475,000</b>	<b>\$475,000</b>	<b>\$2,295,833</b>
METRO NORTH	1	Para Los Niños	24-9-58	\$395,833	\$475,000	\$475,000	\$475,000	\$475,000	\$2,295,833
				<b>\$395,833</b>	<b>\$475,000</b>	<b>\$475,000</b>	<b>\$475,000</b>	<b>\$475,000</b>	<b>\$2,295,833</b>
PALMDALE	5	Optimist Youth Home & Family Service	24-9-59	\$406,611	\$487,933	\$487,933	\$487,933	\$487,933	\$2,358,343
				<b>\$406,611</b>	<b>\$487,933</b>	<b>\$487,933</b>	<b>\$487,933</b>	<b>\$487,933</b>	<b>\$2,358,343</b>
				<b>\$1,198,277</b>	<b>\$1,437,933</b>	<b>\$1,437,933</b>	<b>\$1,437,933</b>	<b>\$1,437,933</b>	<b>\$6,950,009</b>



**Assistance Listing Number: 93.556**

**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CONTRACTOR**

**CONTRACT NUMBER**

**FOR**

**FAMILY PRESERVATION SERVICES**

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- D** County's Administration
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  - F1 Contractor Acknowledgement and Confidentiality Agreement
  - F2 Contractor Employee Acknowledgement and Confidentiality Agreement
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- G** Safely Surrendered Baby Law
- H** Auditor Controller's Handbook
- I** User Complaint Report (UCR)
- J** Federal Award Identification

### **UNIQUE EXHIBITS**

#### **SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- K** Charitable Contributions Certification

### **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

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- M** Confidentiality of CORI Information

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**\_\_\_\_\_  
FOR  
FAMILY PRESERVATION SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_, providing services in the \_\_\_\_\_ Regional Service Area.

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

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

# 1 APPLICABLE DOCUMENTS

Exhibits A through M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

## **Standard Exhibits:**

Exhibit A	Statement of Work and Technical Exhibits
Exhibit B	Pricing Schedule
Exhibit C	Line Item Budget and Budget Narrative
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution
	F1 Contractor Acknowledgement and Confidentiality Agreement
	F2 Contractor Employee Acknowledgement and Confidentiality Agreement
	F3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor Controller's Handbook
Exhibit I	User Complaint Report (UCR)
Exhibit J	Federal Award Identification

## **Unique Exhibits:**

### **SB 1262 - Nonprofit Integrity Act of 2004**

Exhibit K	Charitable Contributions Certification
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### **Information Security and Privacy Requirements**

Exhibit L	Information Security and Privacy Requirement
Exhibit M	Confidentiality of CORI Information

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

## 2 DEFINITIONS

### 2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County:** means the Department of Children and Family Services on behalf of the COUNTY of Los Angeles and its Board of Supervisors.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.7 County's Contract Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 County's Program Director:** Person designated by County with authority for County on Contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.9 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.10 County Observed Holidays:** Days of which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website: <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.12 Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.

- 2.1.13 Director:** The County's Director of Children and Family Services or his authorized designee.
- 2.1.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 Program:** The work to be performed by Contractor as defined in in Exhibit A – Statement of Work.
- 2.1.16 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.17 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.18 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3 WORK**

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

### **4 TERM OF CONTRACT**

- 4.1** The term of this Contract will be an initial 10-month period and four additional one-year periods, commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to four (4) additional one (1) year periods, for a maximum total Contract term of four years and 10 months . Each such extension option may be exercised at the sole discretion of the Director of DCFS or their designee as authorized by the Board of Supervisors.  
  
The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.3** The Contractor must notify DCFS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DCFS at the address herein provided in Exhibit D (County's Administration).



- 4.4** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the Contract term, 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.

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum for this Contract is \$XXX,XXX.

5.1.1 The Contract Sum under this Contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

5.1.2 The Department may increase the total Contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed Contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected Contractor(s) to perform any work or services of any monetary amount.

### **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to DCFS at the address herein provided in Exhibit D (County's Administration).

### **5.4 No Payment for Services Provided Following Expiration- Termination of Contract**

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately

repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

**5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract

**5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

**5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Children of Family Services  
510 S. Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020  
ATTN: Accounting Services, Contract Accounting Section

### **5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7** Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Any invoices submitted more than thirty (30) days after the last of the month the services were rendered must constitute as "past due invoice". Past due invoices must be submitted no later than sixty (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 will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (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 sixty (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 will also apply to the submission of the Contractor's final invoice.

- 5.5.8** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 5.5.9** Payments 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 expressly authorized by this Contract.
- 5.5.10** In compliance with the Internal Revenue Service (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 5.5.11** 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, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding, any other provision of this Contract, Contractor must return to County any and all payments, which exceeds the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceeds the Maximum Annual Contract Sum for said Contract year.

- 5.5.13** Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.14** County and Contractor agree that this is a firm-fixed priced price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Pricing Schedule, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15** Contractor must 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.
- 5.5.16** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must 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 will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 5.5.17** Contractor, without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must request County's approval in writing for Line Item Budget reallocations above the 5 percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.
- 5.5.18** Contractor must limit administrative and indirect costs to 10 percent (10%) of the total expenditures of the Contract funds.
- 5.5.19** County will prorate the payment for families/Probation youth that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the families/children were actually served is the numerator and the number of days in the invoiced month is the denominator. Payment must commence as the referral date and end on the termination effective date.

**5.5.20** All invoices submitted for rental assistance must include the original rental receipts with the monthly invoices to the County by the 15th calendar day of the month following the month of rental assistance. If the rental receipts are not provided, all future payments will be held until the rental receipts are received.

**5.5.21** Contractors must incorporate a mechanism for tracking all rental assistance/payments to ensure accurate record keeping.

**5.5.22 Local Small Business Enterprises – Prompt Payment Program**  
It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## **5.6 Intentionally Omitted**

## **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

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

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

# **6 ADMINISTRATION OF CONTRACT - COUNTY**

## **6.1 County Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the

Contractor in writing of any change in the names or addresses shown.

## **6.2 County's Program Director**

The role of the County's Program Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

## **6.3 County's Program Manager**

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

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

## **6.4 County's Contract Program Monitor**

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

## **6.5 County's Contract Analyst**

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Contracts Section Manager.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown. The Contractor must ensure that no interruption of services occur as a result of a change in personnel.

### **7.2 Program Manager**

**7.2.1** The Contractor's Program Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Program Manager.

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

### **7.3 Approval of Contractor's Staff**

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

### **7.4 Contractor's Staff Identification**

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

### **7.5 Background and Security Investigations**

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

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

background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** These terms will also apply to subcontractors of County contractors.
- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.5** Contractor must immediately notify County of any arrest and subsequent conviction, other than 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.

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

## **7.6 Confidentiality**

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including,



without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.6.7** Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director, or their designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director, or their designee.

- 8.1.3** The DCFS Director or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director, or their designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to

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

## **8.5 Complaints**

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

### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The Contractor must use the "User Complaint Report" – Exhibit I as part of their policy.
- 8.5.1.3** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.4** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.5** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.6** The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.7** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.8** Copies of all written responses must be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1** In the performance of this Contract, Contractor must comply with all

applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2** Contractor must 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 Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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 program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

**8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will 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.

**8.8.2.2** For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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

**8.8.2.3** If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any

time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

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

## **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

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

## **8.11 Consideration of Hiring GAIN-START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) 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.

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

- 8.12.4.1** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing

of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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



This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County Contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to 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 poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

**8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.15 County's Quality Assurance Plan**

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

## **8.16 Damage to County Facilities, Buildings or Grounds**

- 8.16.1** The Contractor will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **8.19 Fair Labor Standards**

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

### **8.20 Force Majeure**

**8.20.1** Neither party will 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 paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will 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 will be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

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

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

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

**8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

**8.22.5** Contractor must cause each employee performing services covered by this Contract to sign and adhere to Exhibit F2, "Contractor's Employee Acknowledgment and Confidentiality Agreement, and Exhibit M, Confidentiality of CORI Information."

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

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

### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-Contractor insurance policies at any time.

**8.24.2.3** Certificates must 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 must match the name of the Contractor identified as the Contracting party in this Contract. Certificates must 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 dollars (\$50,000), and list any County required endorsement forms.

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

**8.24.2.5** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division, Section 2  
Attention: Michelle Leiba – Contract Analyst  
[Contractorinsurance@dcfs.lacounty.gov](mailto:Contractorinsurance@dcfs.lacounty.gov)  
[LeibaM@dcfs.lacounty.gov](mailto:LeibaM@dcfs.lacounty.gov)

**8.24.2.6** Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

**8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.4 Cancellation of or Changes in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Must Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

**8.24.14 Alternative Risk Financing Programs**

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

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

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

**8.25 Insurance Coverage**

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

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

**8.25.2 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 must cover liability arising



out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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. The written notice must 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

**8.25.4.1 Sexual Misconduct Liability**

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

**8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.25.4.3 Intentionally Omitted**

**8.25.4.4 Intentionally Omitted**

**8.25.4.5 Intentionally Omitted**

**8.25.4.6 Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions);

privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Coverage limits may be decreased only with the written approval of the DCFS program manager based upon the maximum number of sensitive records (e.g. Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each Contractor during each Contract year.

#### **8.25.4.7 Intentionally Omitted**

### **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 their designee, in a written notice describing the reasons for said action.

**8.26.2** If the DCFS Director, or their designee, determines that there are deficiencies in the performance of this Contract that the DCFS Director, or their designee, deems are correctable by the Contractor over a certain time span, the DCFS Director, or their designee, will provide a written

notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DCFS Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages will be agreed upon at such time and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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.

**8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This Paragraph must 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 Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 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 must be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

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

**8.28.2** Contractor certifies to the County each of the following:

**8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

- 8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - 8.28.2.4** 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.
- 8.28.3** The Contractor must 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor

has violated the anti-discrimination provisions of this Contract.

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

**8.29 Non Exclusivity**

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

**8.30 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

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

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**8.34 Notices**

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

will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

**8.37.1** The Contractor must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

**8.37.1.1** The Contractor must develop all publicity material in a professional manner; and

**8.37.1.2** During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County's Program Director. The County will not unreasonably withhold written consent.

- 8.37.2** 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 Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3.** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar

liability for any such work is less than payments made by the County to the Contractor, then the difference must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.38.4 Intentionally Omitted**

**8.38.5** Contractor must be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor must forward copies of such reports to DCFS.

**8.38.6** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph must constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.39 Recycled Bond Paper**

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

**8.40 Subcontracting**

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

**8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

**8.40.2.1** A description of the work to be performed by the subcontractor.

**8.40.2.2** A draft copy of the proposed subcontract; and

**8.40.2.3** Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same



manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Family Preservation Program Manager  
510 S. Vermont Ave., 10<sup>th</sup> Floor  
Los Angeles, CA 90020

- 8.40.9** Contractor must obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. Contractor must maintain and make available upon request of County Program Manager all the following documents:
  - 8.40.9.1** An executed Exhibit F3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
  - 8.40.9.2** Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage requirements, of this Contract.

**8.40.9.3** The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This tax Identification Number must not be identical to the Contractor's Tax Identification Number.

**8.40.9.4** Contractor must provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

**8.42 Termination for Convenience**

**8.42.1** 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 will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

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

**8.42.2.2** Complete performance of such part of the work as would not have been terminated by such notice.

- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

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

**8.43.1.1** Contractor has materially breached this Contract; or

**8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

**8.43.1.3** 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.

- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 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 will 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

**8.44.2** The Contractor must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

#### **8.45 Termination for Insolvency**

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

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

the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

**8.45.1.3** The appointment of a Receiver or Trustee for the Contractor;  
or

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

**8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 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 will not be affected thereby.

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 Warranty Against Contingent Fees**

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

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

## **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

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

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

## **8.52 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 Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

## **8.53 Time Off for Voting**

The Contractor must notify its employees and must 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 ten (10) days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

**8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

**8.55 Intentionally Omitted**

**8.56 Compliance with Fair Chance Employment Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**8.57 Compliance with the County Policy of Equity**

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

**8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract. This provision will survive the expiration, or other termination of this Agreement.

### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Ownership of Materials, Software and Copyright**

- 9.1.1** County must be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County must have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.



- 9.1.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.1.6** All the rights and obligations of this Paragraph 9.1 will survive the expiration or termination of this Contract.
- 9.2 Patent, Copyright and Trade Secret Indemnification**
- 9.2.1** The Contractor will indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County must inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and must support the Contractor's defense and settlement thereof.
- 9.2.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:
- 9.2.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- 9.2.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
- 9.2.2.3** Modify the questioned equipment, part, or software so that it is free of claims.
- 9.2.3** The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

### **9.3 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 Exhibit K (Charitable Contributions Certification), the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

### **9.4 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

### **9.5 Contractor Protection of Electronic County Information**

#### **9.5.1 Data Encryption**

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1789.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations. MI is defined in California

Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices (e.g. mobile, wearables, tablets, USB flash drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; (d) NIST Special Publication 800-11 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

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

c. Certification

The County must receive with ten (10) business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor must maintain a copy of any validation/attestation reports that is data encryption product(s) generate and such reports will be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.5.1 (Data Encryption) will constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

## **9.6 Contract Accounting and Financial Reporting**

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

**9.6.2** Contractor must maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed

upon audit.

## **9.7 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.

## **9.8 Child Abuse Prevention Reporting**

**9.8.1** 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 at 1-800-540-4000 or the Child Abuse Reporting Electronic System at <https://reportchildabusela.org> whenever Contractor reasonably suspects that a child has been a victim of abuse or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

**9.8.2** Contractor must 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 must include:

**9.8.2.1** 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.

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

**9.8.2.3** The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

## **9.9 Conduct of Program**

Contractor must abide by all terms and conditions imposed and required by this Contract and must 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, will be a breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **9.10 Employee Benefits and Taxes**

**9.10.1** Contractor must be solely responsible for providing to, or on behalf of its

employees, all legally required salaries, wages, benefits, or other compensation.

- 9.10.2** County will 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.

## **9.11 Fixed Assets**

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

## **9.12 Former Foster Youth Consideration**

- 9.12.1** Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor must give consideration (after County employees, and GAIN/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor must notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list of denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
1933 S. Broadway, 6<sup>th</sup> Floor Los Angeles, CA 90007  
youthds@dcfs.lacounty.gov

- 9.12.1.1** 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).
- 9.12.1.2** Contractor is exempt from the provisions of this Section if it is a governmental entity.

### **9.13 Office Location**

**9.13.1** Contractors must have an office location which will be convenient for the majority of clients living in their Contracted regional service area.

**9.13.1.1** Within thirty (30) days of Contract start date, Contractors must have their required office location in place.

### **9.14 Hours of Operation**

**9.14.1** Contractor's service providers and delivery sites must, to the extent possible, make services available during non-traditional hours to remove barriers to family participation, Contractor must adhere to the following hours of operation:

**9.14.1.1** Service delivery regular hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

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

**9.14.2** Contractor must obtain approval from the County Program Manager prior to any modification of service provider and/or services delivery site hours.

**9.14.3** Contractor must submit to the 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.

**9.14.4** Contractor's Program Manager or County approved alternate must have full authority to act for Contractor on all matters relating to the daily operation of this Contract, and must be available during 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.

**9.14.5** Contractor must not be required to work on the following County Holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez (Last Monday in March)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving Day)
- Christmas Day (December 25)

### **9.15 Contract Negotiations**

Contractor must not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

### **9.16 Contract Mandatory Orientation**

Contractor must attend a mandatory orientation that will be provided by County within thirty (30) days of the Contract start date.

### **9.17 Contract Mandatory Meetings**

Contractor Program Manager must attend continuous quality improvement (CQI) meetings for the Safe Children and Strong Families service delivery model. Safe Children and Strong Families CQI meeting participants must include all other Safe Children and Strong Families Contractors, County Program Managers and DCFS Regional Office Representatives.

### **9.18 Shred Documents**

**9.18.1** Contractor must 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.

**9.18.2** Documents for record and retention purposes in accordance with Subsection 8.38.1 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

### **9.19 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 must pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

### **9.20 State Energy Conservation Plan**

Contractor must be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

### **9.21 Federal Award Identification**

Title 2, Code of Federal Regulations (CFR) Part 200 - Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.332, requires the COUNTY, to provide CONTRACTORS with the details of every federal award and sub-award, as referenced on Exhibit J, Federal Award Information.

Payment for this Contract will be 11% federal funds with a fee-for- service payment method.

## **10 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions must survive the expiration or termination of this Contract for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following  
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 8.61 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)



Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

**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

XXX

Name of Agency

By: \_\_\_\_\_  
Brandon T. Nichols, Director  
Department of Children and Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

XXX

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, COUNTY COUNSEL

By \_\_\_\_\_  
David Beaudet, Senior Deputy COUNTY Counsel

**STATEMENT OF WORK**  
**FAMILY PRESERVATION (FP)**

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FAMILY PRESERVATION SERVICES  
STATEMENT OF WORK

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# **STATEMENT OF WORK FAMILY PRESERVATION SERVICES**

## **SECTION A - PREAMBLE**

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

The vision of DCFS is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, and communities. 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 three Goals:

1) Make investments that transform lives 2) Foster vibrant and resilient communities and 3) Realize tomorrow's government today.

## **SECTION B – PROJECT FOUNDATION**

### **1.0 PURPOSE**

Family Preservation (FP) Program Services are linked with the Safe Children Strong Families (SCSF) Program to ensure the physical, emotional, social, and educational development of children in a safe and nurturing environment. Thus ensuring the preservation of the family by addressing the needs of the caregivers as well as the children. The Department of Children and Family Services (DCFS) and the Probation Department will partner with community-based CONTRACTORS and the Department of Mental Health (DMH) to provide mental health services when appropriate. SCSF programs include Prevention and Aftercare (P&A), Partnership for Families (PFF), Child Abuse Prevention, Intervention and Treatment (CAPIT), Adoption Promotion and Support services (APSS).

### **2.0 COUNTY PROGRAM MANAGEMENT**

The COUNTY shall provide a COUNTY Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CONTRACTOR's Program Director (CPD) as outlined in the Contract, Section 6.0, Administration of Contract – COUNTY.

2.1 The CPM, identified in Exhibit D, COUNTY's Administration, or designated alternate, has full authority to monitor CONTRACTOR's performance in the day- to-day operation of this Contract.

- 2.2 The CPM will provide direction to the CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 2.3 The CPM, as identified in Exhibit D, COUNTY's Administration, is responsible for the daily management of Contract operations and overseeing monitoring activities.
- 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 and/or DCFS in any way whatsoever beyond the terms of this Contract.

### **3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 3.1 As required in the Contract, Section 7.0, Administration of Contract – CONTRACTOR, CONTRACTOR shall designate a CPD to be responsible for the daily management of the Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work (SOW). CONTRACTOR shall be responsible to ensure that all services outlined in the SOW will be available to address the regional office needs, except where exceptions are noted. The CPD is identified in Exhibit E, CONTRACTOR's Administration.
- 3.2 The CPD shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CPM 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.
- 3.3 CONTRACTOR shall inform the CPM, as soon as information becomes available, either by telephone, electronically, or in-person, of any serious FP child or family incident, or fatality. CONTRACTOR shall deliver to the CPM copies of all FP related records within 24 hours.
- 3.4 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 and/or DCFS for any such work.
- 3.5 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY and/or DCFS.
- 3.6 The CPD shall attend quarterly Continuous Quality Improvement (CQI) meetings for the SCSF service delivery model. SCSF CQI meeting participants shall include all other SCSF CONTRACTORS, CPMs and DCFS Regional Office Representatives.
- 3.7 The CPD, or appropriate representative, shall attend all FP meetings as determined by COUNTY. At a minimum, quarterly meetings are to be scheduled by COUNTY.
- 3.8 CONTRACTOR shall ensure staff, volunteers, and interns providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, sexual orientation, behaviors and learning, and communication styles within the community serviced.

- 3.9 CONTRACTOR shall notify the CPM in writing of any change(s) in CONTRACTOR's **key** personnel (i.e. Clinical Supervisors, Program Managers, Executive Directors, etc.) at least seven 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.
- 3.10 The CPD shall notify the CPM of **all** staff changes, including, but not limited to hiring and terminations. CONTRACTOR shall provide the CPM at the beginning of each Contract term and within 15 calendar days of any staff change(s), a roster of all staff that includes:
- 3.10.1 Name and position;
  - 3.10.2 Work schedule; and
  - 3.10.3 FAX, telephone number, and e-mail address.
- 3.11 CONTRACTOR shall employ a Clinical Supervisor that has the following responsibilities:
- 3.11.1 Clinical Supervisor to hold weekly clinical supervision with all professional staff, paraprofessional staff, registered interns, and all other staff who provide direct services under this Contract. Clinical Supervision to be held individually at a minimum of one hour per week or as a group at a minimum of two hours per week.
  - 3.11.2 Clinical Supervisor shall use Supervision Record (Technical Exhibit 32) for record keeping and maintain copies of sign-in logs, agendas and any other supervision materials. Clinical supervision records shall be made available to the CPM upon request.
  - 3.11.3 Clinical Supervisor shall review, sign, and date weekly IHOC contacts and Monthly Reports.
  - 3.11.4 Clinical Supervisor shall attend MCPC Prevention Plan Agreement meetings. In the event that the Clinical Supervisor cannot attend the MCPC meeting, a master's level or higher program managing staff who has knowledge of the particular case may temporarily take their place. Clinician shall review, sign and date MCPC Prevention Plan Agreement.
- 3.12 CONTRACTOR shall on a regular basis review their case listing for accuracy of the case name, case start/end dates and any other information available to the CONTRACTOR on the Family Center Services (FCS) System (Refer to Technical Exhibit 28, Linkage Services) and Family Assessment Form (FAF). CONTRACTOR shall be responsible for contacting the COUNTY designee with findings to resolve any errors in a timely manner. Note: DCFS has the discretion to utilize an alternative evidence-based assessment tool and web-based program for case management. Contractors shall receive a training on how to utilize the alternative web-based program. Data collected through the FAF or alternative web-based program will be used for program management and continuous quality improvement efforts.
- 3.13 CONTRACTOR shall maintain the following documentation in the personnel files of all

professional and paraprofessional staff, registered interns, and volunteer staff, that includes:

- 3.13.1 Confidentiality Agreements;
  - 3.13.2 Employment Eligibility Verification (I-9 form);
  - 3.13.3 Staff providing direct client contact and transporting clients, Driver's License and Auto Insurance;
  - 3.13.4 Criminal clearances and subsequent arrests;
  - 3.13.5 All training hours and topics;
  - 3.13.6 Copies of resumes, transcripts, degrees, professional licenses, and state approved Evidence Based Practice (EBP) certification/completion of training;
- 3.14 CONTRACTOR shall ensure the same documentation and responsibilities by their Subcontractors as stated in this section and/or outlined in the Contract, Subsection 8.40 – Subcontracting.

## **SECTION C – SERVICE DESCRIPTION**

### **4.0 SCOPE OF WORK**

Family Preservation (FP) Services is a broad, integrated, community-based, collaborative approach consistent with DCFS' Integrated Core Practice Model, Technical Exhibit 7, including the implementation of Child and Family Team (CFT) meetings and/or other collaborative meeting processes. FP provides services, resources and supports to DCFS and Probation families experiencing family functioning challenges which may contribute to child abuse, neglect, and/or exploitation.

FP is divided into two program categories: 1) Family Preservation Up-Front Assessment (UFA), and 2) Family Preservation Intervention Services. CONTRACTOR shall provide the services and supports described in this SOW to prevent: a) subsequent referrals generated by the Child Abuse Hotline; b) substantiated allegations of child abuse and/or neglect; c) newly opened child welfare cases; and d) child removals and placement in out-of-home care among DCFS referred Family Preservation Services clients. In this effort, CONTRACTOR shall coordinate and collaborate with other SCSF CONTRACTORS to facilitate successful client navigation across the service delivery continuum.

### **5.0 TARGET POPULATION**

In general, the target population for FP Services is the children and families who are in need of services to prevent future child maltreatment and/or DCFS/Probation involvement including underserved cultural communities (i.e. women, LGBTQIA2S+, People of Color: African American, Latinx, Asian Pacific Islander, Native American, etc.). Target population may also include clients that are medically fragile and/or developmentally disabled, and from limited socioeconomic status. Services to be provided to families in their primary language. Family Preservation services



include the following:

- 5.1 FP Up-Front Assessment target parent(s)/caregiver(s) with open DCFS referrals alleged to have intimate partner violence, mental health and/or substance use issues.
- 5.2 FP Intervention Services target low to very high-risk families, as determined by the Structured Decision Making (SDM) tool, with inconclusive or substantiated Emergency Response/Emergency Response Command Post (ER/ERCP) referrals. These families may be receiving Family Reunification Services, Family Maintenance Services, or FP Services for youth and their families involved in the juvenile probation system.
- 5.3 The criteria for FP Intervention services are:
  - 5.3.1 Secondary Population: DCFS referred children and families with unsubstantiated, closed child abuse referrals in need of supports to strengthen families and prevent trauma resulting from adverse childhood experiences.
  - 5.3.2 Tertiary Population: Families in the DCFS/Probation systems with child(ren) who has been neglected or abused and is at imminent risk of placement in out-of-home care.
  - 5.3.3 Families with child(ren) in out-of-home placement who may be safely returned sooner, as ordered by the court, if FP services are provided.
- 5.4 Eligible families include, but are not limited to:
  - 5.4.1 Children who have been victims of sexual abuse when the perpetrator no longer has access to the child(ren);
  - 5.4.2 Families with crises that threaten the break-up of the family unit;
  - 5.4.3 Families with intimate partner violence and/or substance use issues;
  - 5.4.4 Families with mental health and/or developmental disability issues;
  - 5.4.5 Families with children who have behavioral problems and/or are truant from school;
  - 5.4.6 Families with Probation delinquent children who are at risk of out-of-home placement; and
  - 5.4.7 Children who have been victims of general neglect and physical abuse.

## **6.0 FAMILY PRESERVATION UP-FRONT ASSESSMENT**

FP UFA are those services provided to families who come to the attention of DCFS where there is risk due to identified issues related to mental health, substance use and/or intimate partner violence. Licensed clinicians or registered interns will screen adult family members using a DCFS approved screening instrument to assess parental strengths and challenges. FP UFA are offered

to families to help identify and address problems before further child protective services intervention is required.

FP UFA are provided as follows:

- 1) Emergency Response Referrals – Emergency Response Command Post (ERCP)
  - Assessment services
  - Linkage services
  - In-Home Outreach Counseling (IHOC) (three hours maximum)
  - Teaching & Demonstrating (T&D) Homemaking services (three hours maximum)
  - Child and Family Team (CFT) meetings (three hours maximum per meeting)
  - Emergency Fund
- 2) Emergency Response Referrals – Regional Offices
  - Assessment services
  - Linkage services
  - In-Home Outreach Counseling (IHOC) (three hours maximum)
  - Teaching & Demonstrating (T&D) Homemaking services (three hours maximum)
  - Child and Family Team (CFT) meetings (three hours maximum per meeting)
  - Emergency Fund

CONTRACTORS shall document all the referrals received and services completed as specified on the Regional/ERCP Assessment Outcome Report, (Technical Exhibit 5), as applicable. The reports are due no later than the 20<sup>th</sup> day of the following month (Refer to Section 8.0 – Reports and Record Keeping, Sub-section 8.2, of this SOW).

CONTRACTOR shall utilize a pre-approved DCFS screening tool to complete the assessments.

6.1 **EMERGENCY RESPONSE REFERRALS – EMERGENCY RESPONSE COMMAND POST (ERCP)**

ERCP is the section of DCFS that performs emergency response in-person investigations on referrals that are received after normal business hours and require an immediate response. ERCP is a desirable service, but CONTRACTORS are not mandated to provide UFA for ERCP referrals.

CONTRACTORS who agree to provide the services shall be available to receive referrals during the DCFS Emergency Response Command Post (ERCP) hours, which are currently Monday through Friday, 5:00 p.m. – 9:00 a.m.; and 24 hours on Saturday, Sunday and COUNTY approved holidays as referenced in the Contract, Section 9.2 – Hours of Operation.

- 6.1.1 CONTRACTOR shall be available to receive parent/caregiver FP UFA referrals, via fax, secure e-mail, or telephone from the Community-Based Liaison (CBL) or COUNTY designee (case carrying CSW/SCSW). The CONTRACTOR's proof of receipt for the FP assessment referral shall be the fax confirmation sheet or printout of e-mail confirmation with the time and date of receipt. Referrals may

be assigned to the CONTRACTOR by telephone prior to the referral being sent via fax or secure e-mail. The response timeframes begin at the time that the CONTRACTOR receives the initial phone call from the COUNTY Designee, this phone call shall be documented in detail in the FP UFA Tracking Log & Assessment Notes, (Technical Exhibit 31). Assessor shall not e-mail the form due to confidentiality guidelines unless both parties have encrypted e-mail technology. Documentation of all referrals received shall be kept in the CONTRACTOR's Regional/ERCP Assessment Outcome Report, (Technical Exhibit 5).

- 6.1.2 CONTRACTOR shall maintain documentation of all submissions to DCFS. CONTRACTOR shall maintain a log of all fax, secure e-mail, and telephone referrals and their disposition, including receipt time, time of assignment, and time of referral return to ERCP in the FP UFA Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.1.3 CONTRACTOR shall ensure that referrals are assigned and responded to within one hour of receiving the referral, to a licensed clinician or registered intern that is under the supervision of a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT) or Licensed Psychologist to conduct an assessment, unless other arrangements were made by DCFS. If CONTRACTOR is unable to assign an Assessor within the one-hour timeframe, CONTRACTOR shall contact ERCP to have the referral reassigned to another CONTRACTOR.
- 6.1.4 CONTRACTOR shall ensure that the assigned Assessor makes one attempt to contact the assigned Children's Social Worker (CSW) prior to conducting the screening to gather additional information to complete the assessment. This contact shall be documented on the Family Preservation Up-Front Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.1.5 CONTRACTOR shall ensure that if the family is not present, the Assessor immediately contacts the COUNTY designee (case carrying CSW/SCSW). The COUNTY designee is to confirm the address and contact information. If the family is not contacted within 15 minutes of the Assessor's arrival at the home, the Assessor shall contact the COUNTY designee (case carrying CSW/SCSW) for further instructions. Assessor shall leave an Attempted Contact Letter, (Technical Exhibit 8), at the residence. After the Assessor has provided ERCP with telephonic notification of an attempted contact, the Assessor shall fax or send secure e-mail the completed Attempted Contact Form (Technical Exhibit 9) to the COUNTY designee (case carrying CSW/SCSW) before 12 noon the following day.
- 6.1.6 CONTRACTOR shall ensure that within one hour of completing the FP UFA, the Assessor will communicate with the CSW and provide a verbal summary of the findings. If the Assessor is unable to reach the CSW, the Assessor shall contact the ERCP designee to convey the results. Efforts to communicate with CSW or COUNTY Designee shall be documented in the FP UFA Tracking Log & Assessment Notes, (Technical Exhibit 31).

- 6.1.7 In addition to providing a verbal summary of findings to the CSW within one hour, CONTRACTOR shall provide a preliminary written summary of findings to the COUNTY designee (case carrying CSW/SCSW) via fax or secure e-mail within two hours. In the event the CONTRACTOR does not have immediate access to a fax machine or e-mail, the CONTRACTOR shall fax or e-mail the written preliminary summary of findings to the COUNTY designee (case carrying CSW/SCSW) by 12 noon the following day. Documentation of verbal summary and/or preliminary written summary shall be documented in the FP UFA Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.1.8 CONTRACTOR shall ensure that the completed, approved, and signed report is submitted to the requesting COUNTY designee (case carrying CSW/SCSW) no later than 24 hours after the assessment has been completed. CONTRACTOR shall not e-mail the report due to confidentiality guidelines, unless both parties have encrypted e-mail technology.
- 6.1.9 The assessment report shall clearly provide the clinician's or registered intern's assessment in the areas of mental health status, substance use, and intimate partner violence history and a recommendation regarding what impact, if any, those factors may have on a parent/caregiver's ability to safely care for a child, and shall include recommended linkage services, as described in Linkage Services, Technical Exhibit 28.
- 6.1.10 If the COUNTY designee (case carrying CSW/SCSW) and CONTRACTOR agree that IHOC and T&D services are needed for the family, they are to be provided within five calendar days of Assessor's initial visit. IHOC & T&D services are short term (five days maximum) and target immediate needs. The maximum billable amount for IHOC or T&D services is three hours per service per assessment. CONTRACTOR shall clearly document specific activities during the IHOC & T&D services in the FP UFA Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.1.11 CONTRACTOR shall attend CFT meetings if available and considered necessary, after conducting the FP UFA assessment. The maximum billable time for CFT is three hours per assessment.
- 6.1.12 Emergency Fund

CONTRACTOR shall be responsible for consulting with the COUNTY designee (case carrying CSW/SCSW), to assess the emergency needs of families. If such needs are necessary, CONTRACTOR shall use available emergency fund to purchase goods and services, one time per family, up to a maximum of \$500.00. CONTRACTOR has up to five calendar days following approval by the COUNTY designee (case carrying CSW/SCSW) to purchase the approved items or services.

Emergency fund goods and services purchased by the CONTRACTOR shall include, but are not limited to, bedding, clothing, flatware and temporary

emergency housing. CONTRACTOR shall use the designated web-based system to invoice for reimbursement for goods and services on Emergency Fund Request (Technical Exhibit 19).

## 6.2 **EMERGENCY RESPONSE REFERRALS – REGIONAL OFFICE**

Regional Office is the section of DCFS that performs Emergency Response in- person investigations on referrals received during normal business hours.

- 6.2.1 CONTRACTOR shall be available to receive parent/caregiver FP UFA referrals, via fax, secure e-mail, or telephone from the Community-Based Liaison (CBL) or COUNTY designee (case carrying CSW/SCSW). The CONTRACTOR's proof of receipt for the FP UFA referral shall be the fax confirmation sheet or printout of e-mail confirmation with the time and date of receipt. Referrals may be forwarded to the CONTRACTOR by telephone prior to the referral being sent via fax or secure e-mail. Response timeframes begin according to the agreed upon start date.
- 6.2.2 The CONTRACTOR's designee shall contact the CSW and SCSW via secure e-mail within the same hour of receipt of the referral form. CONTRACTOR shall ensure that referrals are assigned within two hours of receipt to an Assessor to conduct an assessment.
- 6.2.3 CONTRACTOR shall ensure that the assigned Assessor makes one attempt to contact the assigned CSW prior to conducting the assessment to gather additional information to complete the assessment. This contact shall be documented on the Family Preservation Up-Front Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.2.4 CONTRACTOR shall ensure that the Assessor contacts parent(s)/caregiver(s) home/location within 24 hours of the CONTRACTOR's receipt of the referral form, unless otherwise specified by the COUNTY designee (case carrying CSW/SCSW), to complete the screening. If the Assessor cannot make contact either in-person or by telephone with the parent(s)/caregiver(s) in this timeframe, they are to make an unannounced visit to the home/location the following business day. Assessor shall leave an Attempted Contact Letter, (Technical Exhibit 8), if the parent/caregiver is not present. Assessor shall fax or send secure e-mail the completed Attempted Contact Form (Technical Exhibit 9) to the COUNTY designee (case carrying CSW/SCSW) before 12 noon the following day.
  - 6.2.4.1 If the Assessor is unable to make contact with the parent/caregiver after three telephone attempts and two face-to-face attempts within five business days, an Attempted Contact Form, (Technical Exhibit 9), shall be submitted to the COUNTY designee (case carrying CSW/SCSW). CONTRACTOR is responsible for follow-up with the COUNTY designee to discuss the potential need to extend the time for the Assessor to make contact with the parent(s)/ caregiver(s) at the home/location. The decision of the COUNTY designee (case

carrying CSW/SCSW) shall be final. All efforts to contact family shall be documented on the Family Preservation Up-Front Tracking Log & Assessment Notes, (Technical Exhibit 31).

- 6.2.5 CONTRACTOR shall ensure that within four hours of completing the FP UFA, the Assessor will provide the CSW with a verbal summary of the findings. If the FP UFA is completed after business hours of 8:00 a.m. to 5:00 p.m., the Assessor shall send the CSW a secure e-mail that includes a written summary of the findings and pertinent contact information. Documentation of verbal or written summary shall be kept in the Family Preservation Up-Front Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.2.6 CONTRACTOR shall ensure the assessment report is completed, approved, signed, and submitted to the requesting COUNTY designee (case carrying CSW/SCSW) no later than three business days after the assessment has been completed. The report shall clearly provide the Assessor's observations and opinions in the areas of mental health status, substance use, and intimate partner violence history, and a recommendation regarding what impact, if any, those factors may have on a parent/caregiver's ability to safely care for a child, and shall include recommended services and resources to address any identified service.
- 6.2.7 CONTRACTOR shall ensure that the Assessor links the family to the appropriate services that are available within the community after it has been discussed with the assigned COUNTY designee (case carrying CSW/SCSW), as described in Linkage Services, Technical Exhibit 28. If the COUNTY designee (case carrying CSW/SCSW) cannot be reached, the CONTRACTOR should proceed with providing the linkage service. In such circumstances, efforts made in attempt to contact the COUNTY designee (case carrying CSW/SCSW) should be documented in the Family Preservation Up-Front Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.2.8 If the COUNTY designee (case carrying CSW/SCSW) and CONTRACTOR agree that IHOC and T&D services are needed for the family, they are to be provided within five calendar days of Assessor's initial visit. IHOC & T&D services are short term (five days maximum) and target immediate needs. The maximum billable amount for IHOC or T&D services is three hours per service per assessment. CONTRACTOR shall clearly document specific activities during the IHOC & T&D services in the FP UFA Tracking Log & Assessment Notes, (Technical Exhibit 31).
- 6.2.9 CONTRACTOR shall attend CFT meetings if available and considered necessary, after conducting the assessment. The maximum billable time for attendance at these meetings is three hours per meeting per assessment.
- 6.2.10 Emergency Fund

CONTRACTOR shall be responsible for consulting with the COUNTY designee

(case carrying CSW/SCSW), to assess the emergency needs of families. If such needs are necessary, CONTRACTOR shall use available emergency fund to purchase goods and services, one time per family, up to a maximum of \$500.00. CONTRACTOR has up to five calendar days following approval by the COUNTY designee (case carrying CSW/SCSW) to purchase the approved items or services.

Emergency fund goods and services purchased by the CONTRACTOR shall include, but are not limited to, bedding, clothing, flatware and temporary emergency housing. CONTRACTOR shall use the designated web-based system to invoice for reimbursement for goods and services on Emergency Fund Request (Technical Exhibit 19).

## **7.0 FAMILY PRESERVATION (FP) INTERVENTION SERVICES**

FP Intervention Services provides services that are individualized, culturally sensitive, gender inclusive, and includes the underserved cultural communities. Family-centered services or resources assist families by strengthening parent and family functioning while keeping children safe. These services are designed in an effort to prevent the removal of the children or reunify the family if the children have been removed. Services are comprehensive and family-focused to fit the individual needs of each family.

DCFS FP referrals will be generated by CSWs in the DCFS regional offices. The CBLs in each regional office will assign the referrals to the appropriate CONTRACTOR. Probation referrals are controlled by the Prospective Authorization and Utilization Review (PAUR) unit in the Probation Department (Probation).

CONTRACTOR shall utilize the Family Assessment Form (FAF) which is a practitioner-developed, research-validated, user-friendly and Health Insurance Portability and Accountability Act (HIPAA) compliant, web-based program designed to help child welfare workers assess family functioning, develop meaningful services plans, monitor progress, and assist agencies in measuring program outcomes. The FAF assessment findings shall drive the development of the DCFS/Probation Multidisciplinary Case Planning Committee (MCPC) Prevention Plan Agreement in assessing the protective factors for the family as well as identifying the underlying needs to address with services. Note: DCFS has the discretion to utilize an alternative evidence-based assessment tool and web-based program for case management. Contractors shall receive a training on how to utilize the alternative web-based program. Data collected through the FAF or alternative web-based program will be used for program management and continuous quality improvement efforts.

### **7.1 Zip Code Waiver:**

CONTRACTOR may service a case outside of their contracted geographic service boundary with an approved Zip Code Waiver, (Technical Exhibit 11). The CBL of the requesting office functions as the organizer and point person in the approval process. The intent of the Waiver is to allow timely provision of service to a family when: 1) there be a wait list for FP Intervention services in the area the family resides; 2) a newly open FP case and they reside in another area within Los Angeles County boundaries; or 3) they moved to another area within Los Angeles County boundaries while receiving FP

services. The requesting CBL initiates the zip code waiver process via e-mail. The approval of the parties involved (CBL and receiving CONTRACTOR) shall be documented via e-mail. The e-mail communication shall be forwarded along with the Waiver request, to the Family Preservation Program Monitor (FPM) for final approval.

7.2 FP Intervention Services are provided as follows:

- 1) Alternative Response Services (ARS)
- 2) Family Preservation/Family Reunification (FP/FR)
- 3) Open DCFS/Probation cases
- 4) Therapeutic Day Treatment (TDT) – Probation cases

7.3 **ALTERNATIVE RESPONSE SERVICES (ARS)**

ARS is for families that have unsubstantiated disposition of an Emergency Response referral with high-to-very high moderate SDM risk of child abuse or neglect allegation OR substantiated disposition of an Emergency Response referral with low-to-moderate SDM risk of child abuse or neglect allegation who are in need of support services. ARS are short-term (maximum of 12 months), family centered services or resources that assist families by strengthening the family functioning while keeping children safe. In addition, they are designed in the effort to prevent future substantiated referrals and/or removal of the child(ren) from the home. Services are comprehensive and family-focused to fit the individual needs of each family. In some instances, DCFS may refer again those families that have already received services if a new referral has been assessed appropriate for additional ARS services. Once the initial 12 months of ARS has been completed and closed, a subsequent referral to ARS can be made under a new Emergency Response referral. ARS is not available for Probation youth.

ARS may include the following:

- 1) Multidisciplinary Case Planning Committee (MCPC) meeting or equivalent;
- 2) Weekly In-Home Outreach Counselor (IHOC) visits,
  - Four visits to be conducted once a week four times a month,
  - On months with a fifth week,
    - an additional visit shall be optional based on the needs of the family, and
    - no more than 14 calendar days should pass between visits.
- 3) Supplemental services; and
- 4) Linkage services.

7.3.1 CONTRACTOR shall be available to receive ARS referrals, via Family Centered Services (FCS) portal automated email. CONTRACTOR's receipt of DCFS designated referral forms shall constitute an official referral of the family to the CONTRACTOR for services. The CONTRACTOR's proof of receipt for the referral shall be the printed secured e-mail. The response time frames begin at the start date on the referral.

CONTRACTOR shall e-mail the CSW, SCSW, and CBL within 24 hours of receiving the referral to confirm receipt, provide the name of the CONTRACTOR



Program Director (CPD) and the IHOC along with their contact information. The CPD or IHOC shall call the CSW to verify family's current contact information, discuss case specifics, and a preliminary plan with the CSW.

- 7.3.2 If the CONTRACTOR completed the FP UFA for the family, unless otherwise clinically indicated, shall provide the FP Intervention Services. The CONTRACTOR, after consulting with the Clinical Supervisor, shall inform the COUNTY Designee (case carrying CSW/SCSW) as soon as practically possible so that an alternative plan for the family can be created.
- 7.3.3 CONTRACTOR shall ensure the IHOC makes contact with the family within five business days following the start date on referral. Attempts to make contact shall include a minimum of three telephone attempts and two face-to-face home visit attempts within five business days of the start date on referral. At the time of the initial home visit, the IHOC is to begin the initial assessment of service needs using the web-based Family Assessment Form (FAF) and have children (10 years and older and developmentally capable) sign the Consent to Comply with the Bill of Children's Rights (Technical Exhibit 3).
- 7.3.4 CONTRACTOR shall leave an Attempted Contact Letter, (Technical Exhibit 8), at the residence when the attempted home visit is made. If contact is unsuccessful by the fifth business day, CONTRACTOR shall e-mail the Attempted Contact Form, (Technical Exhibit 9), to the CSW, SCSW, and CBL. CONTRACTOR shall consult with CSW, SCSW, and CBL prior to submitting closure of the referral.

Within 24 hours after the IHOC initial home visit, the CONTRACTOR shall inform the CSW, if either: 1) the family refused services; or 2) the IHOC believes the family is inappropriate for services. If CSW is not available, CONTRACTOR shall contact the SCSW and/or the ARA. When a CSW and CONTRACTOR do not agree regarding the appropriateness of the family for ARS, CONTRACTOR shall utilize and confer with the DCFS Regional Office chain of command.

- 7.3.5 The CONTRACTOR may invoice for the supplemental IHOC visit that is in excess of the base rate visit, for the Initial FAF assessment, at the hourly rate of the educational level of the staff conducting the assessment.

**7.3.6 Alternative Response Services (ARS) Multidisciplinary Case Planning Committee (MCPC)**

MCPC is a planning committee composed of the referred family, IHOC, Clinical supervisor, and family's natural support system proposed by family, to develop a MCPC Prevention Plan Agreement to address each case plan participant's individualized needs. The MCPC Prevention Plan Agreement shall clearly and separately outline the individual specific intervention plan for all case plan participants, including child(ren) and caregiver(s). The MCPC Prevention Plan Agreement shall build on the case plan participants' strengths and be culturally sensitive. If CONTRACTOR or SUBCONTRACTOR directly provides the intervention specified in the MCPC Prevention Plan Agreement, it shall be, but not limited to the state approved Evidence Based Practice (EBP) list. In the event

that the Clinical Supervisor cannot attend the MCPC, a master's level or higher program managing staff who has knowledge of the particular case may temporarily take their place. This service plan may include other SCSF contracted services and/or linkage services. CONTRACTOR will engage family in the case planning process consistent with DCFS Integrated Core Practice model, Technical Exhibit 7, and actively participate as a team member.

- 7.3.6.1 MCPC Plans shall include the FAF assessment tool findings and include an assessment of the Strengthening Families: A Protective Factors Framework, Technical Exhibit 30. (*Source material: Center for Study of Social Policy (CSSP) at: [About-Strengthening-Families.pdf \(cssp.org\)](#)*). The case plan shall address the protective factor(s) and identify the underlying needs of the individual family.
- 7.3.6.2 CONTRACTOR's Clinical Supervisor is responsible for overseeing the development, approval, and implementation of the MCPC Prevention Plan Agreement, including supervising the staff providing the IHOC services. Clinical Supervisor shall ensure all participants, including family's natural support system, are included in the development of the ARS MCPC Cases Plan Agreement. If CONTRACTOR or SUBCONTRACTOR identifies an intervention specified in the MCPC that meets the FFPSA candidacy criteria, the family shall be referred to a program on the state approved Evidence Based Practice (EBP) list with case-specific services directly linked to the case plan goals. The frequency of services shall be documented with a pre-determined frequency, for example, one time per week or two times per month.
- 7.3.6.3 CONTRACTOR shall complete the initial FAF assessment tool within 30 days of the start date of the case. CONTRACTOR shall convene an initial MCPC meeting within 30 calendar days of the start date of the case. MCPC Prevention Plan Agreement shall include FAF findings.
- 7.3.6.4 The attendees at the ARS MCPC meeting shall develop the MCPC Prevention Plan Agreement for each case plan participant, which shall:
  - 1) determine and list the desired behavioral changes based on individual's underlying needs;
  - 2) assess the strengths and worries;
  - 3) identify short and long-term goals;
  - 4) outline the objectives, concrete measurable steps that would assist the case plan participant in meeting their short/long term goals;
  - 5) clearly identify the responsible party and timeframe of each objective; and
  - 6) if CONTRACTOR or SUBCONTRACTOR directly provides the intervention specified, it shall be from the state approved Evidence Based Practice (EBP) list.

The CONTRACTOR shall populate and export the MCPC Prevention Plan Agreement in FAF. CONTRACTOR shall include detailed information of the strengths and concerns for each client serviced under the SUMMARY/ADDITIONAL COMMENTS section in the MCPC Prevention Plan Agreement in FAF (Technical Exhibit 6). CONTRACTOR shall ensure the MCPC Prevention Plan Agreement is clear and legible.

CONTRACTOR shall ensure that the caregiver, children who are present (10 years and older and developmentally capable), Clinical Supervisor and other attendees at each ARS MCPC meeting complete and sign the MCPC Prevention Plan Agreement and any other necessary DCFS designated forms.

CONTRACTOR is responsible that the MCPC Prevention Plan Agreement is verbally reviewed in the participants preferred language at the end of the meeting. CONTRACTOR shall ensure that a copy of the MCPC Prevention Plan Agreement is provided to the family members and all MCPC meeting participants listed on the MCPC Prevention Plan Agreement, and the conclusion of each meeting. If the meeting took place in a location where photocopy equipment is not available or meeting was held via video-conferencing, CONTRACTOR shall provide a hard copy or electronic copy through secure e-mail of the MCPC Prevention Plan Agreement within 24 hours.

- 7.3.6.5 CONTRACTOR shall, at 90-calendar day intervals from the start date of the case, conduct MCPC meetings to document ongoing FAF assessments and the family's progress toward achieving their goals as identified in their prior MCPC Prevention Plan Agreement. MCPC meetings are able to be conducted in-person or video-conferencing, if all required parties are involved. A new updated MCPC Prevention Plan Agreement shall be developed at subsequent MCPC meetings. If there are changes to the MCPC Prevention Plan Agreement prior to the next MCPC, the CONTRACTOR shall conduct a MCPC meeting and follow the same protocol outlined above for each new MCPC meeting. CONTRACTOR shall assess progress of MCPC Prevention Plan Agreement goals developed with the client at each weekly visit and subsequent MCPC.
- 7.3.6.6 CONTRACTOR shall ensure that a MCPC termination meeting is held between 15 to 30 days prior to the anticipated case termination date, unless the family cannot be located or refuses to participate, or in instances where DCFS terminated the case prior to the end date without advance notice to the CONTRACTOR. CONTRACTOR will complete the Outcomes section of the FAF with the updated family's progress. CONTRACTOR shall provide family with referrals to Prevention & Aftercare referrals and document this in Outcomes section of the FAF.

7.3.6.7 CONTRACTOR shall document in detail all attempts to schedule and any cancellation of MCPC meeting for each family member and other MCPC participants in FAF. CONTRACTOR shall document details of the attempts and cancellations by using the contact type MCPC Deferment in FAF.

#### **7.3.7 In-Home Outreach Counselor (IHOC) Sessions (ARS Cases)**

IHOC sessions are face-to-face meetings between the IHOC and the MCPC Prevention Plan Agreement, (Technical Exhibit 6), participants. IHOC sessions shall provide case management services, crisis intervention, as well as linkage services and advocacy using the state approved Evidence Based Practice. The IHOC is the primary staff assigned to a case, who in collaboration with the family and DCFS staff conducts the FAF assessments, develops comprehensive treatment plans, and arranges for services and activities while monitoring the clients' progress toward MCPC Prevention Plan Agreement goals as it pertains to desired behavioral changes based on individual's underlying need. IHOC shall ensure caregiver(s) desired behavioral changes are in accordance with the five protective factors in the Strengthening Families: A Protective Factors Framework (Technical Exhibit 30).

Documentation of the IHOC session is case specific and shall address and include all case specific activities which shall be kept in the FAF system and in the case record. Documentation shall consist of meeting with each MCPC Prevention Plan Agreement participant individually and in private, and include observations of family interactions. IHOC shall continuously document each individual case plan participant's behavioral changes and progress towards goals.

The IHOC sessions shall be at least one hour per week and are part of the base rate. Any additional IHOC sessions that are necessary, may be of shorter duration and billed accordingly as supplemental IHOC services. CONTRACTOR may conduct an additional IHOC visit in months that have five weeks of which is to be billed as supplemental IHOC visits for families with high needs.

- 7.3.7.1 CONTRACTOR shall document all services in detail and attempts to provide services, in the FAF.
- 7.3.7.2 ARS monthly progress shall be recorded on FAF Monthly Progress Reports, (Technical Exhibit 12), as described in Section 8.7, of this SOW.
- 7.3.7.3 For a description of Excused and Unexcused Absences, refer to Sub-sections 7.5.9, and 7.5.10, of this SOW.
- 7.3.7.4 CONTRACTOR may provide Supplemental Services for ARS cases, as described in Sub-section 7.5.11, of this SOW.

7.3.7.5 ARS cases may receive Linkage Services, as described in Technical Exhibit 28.

7.3.7.6 CONTRACTOR may purchase goods and services for FP/FRS cases through discretionary funds.

#### **7.4 FAMILY PRESERVATION / FAMILY REUNIFICATION SERVICES (FP/FRS)**

FP/FRS services will be providing for families with low to very high risk when they are referred and when any of the following conditions apply:

- Families with substantiated referrals;
- Families receiving Family Reunification Services and reunification is expected within six (6) months;

The length of the services with FP/FRS is maximum of six (6) months. After reunification, the family will transition to Family Preservation Service. Families that have previously received FP services may be subsequently referred. If the family previously received services for one year or more, the provision of additional services must be approved by the DCFS Regional Administrator. FP/FRS is not available for Probation youth.

FP/FRS Base Rate includes the following:

- 1) Case Management which includes but is not limited to conducting assessments;
- 2) Weekly In-Home Outreach Counselor (IHOC) visits,
  - Four visits to be conducted once a week four times a month,
  - Child to be present for two IHOC visits per month,
  - On months with a fifth week,
    - an additional visit shall be optional based on the needs of the family, and
    - no more than 14 calendar days should pass between visits.
- 3) Clinical Supervision; and
- 4) Multidisciplinary Case Planning Committee (MCPC) meeting or equivalent.

FP/FRS cases may also receive the following services:

- 1) Supplemental services; and
- 2) Linkage services.

7.4.1 CONTRACTOR shall be available to receive FP/FRS referrals, via Family Centered Services (FCS) portal automated email. CONTRACTOR's receipt of DCFS designated referral forms shall constitute an official referral of the family to the CONTRACTOR for services. The CONTRACTOR's proof of receipt for the referral shall be the printed secured e-mail. The response timeframes begin at the start date on the referral.

CONTRACTOR shall e-mail the CSW, SCSW, and CBL within 24 hours of receiving the referral to confirm receipt, provide the name of the CONTRACTOR CPD and the IHOC along with their contact information. The CPD or IHOC shall

call the CSW to verify family's current contact information, discuss case specifics, and a preliminary plan with the CSW.

7.4.2 CONTRACTOR shall ensure the IHOC makes contact with the family within five business days following the start date on referral. Attempts to make contact shall include a minimum of three telephone attempts and two face-to-face home visit attempts within five business days of the start date on referral. At the time of the initial home visit, the IHOC is to begin the initial assessment of service needs using the web-based FAF tool and have children (10 years and older and developmentally capable) sign the Consent to Comply with the Bill of Children's Rights (Technical Exhibit 3).

7.4.3 CONTRACTOR shall leave an Attempted Contact Letter, (Technical Exhibit 8), at the residence when the attempted home visit is made. If contact is unsuccessful by the fifth business day, CONTRACTOR shall e-mail the Attempted Contact Form, (Technical Exhibit 9), to the CSW, SCSW, and CBL. CONTRACTOR shall consult with CSW, SCSW, and CBL prior to submitting closure of the referral.

Within 24 hours after the IHOC initial home visit, the CONTRACTOR shall inform the CSW, SCSW, and CBL, if either: 1) the family refused services; or 2) the IHOC believes the family is inappropriate for services. If CSW and/or SCSW is not available, CONTRACTOR shall contact the ARA. When a CSW and CONTRACTOR do not agree regarding the appropriateness of the family for services, CONTRACTOR shall utilize and confer with the DCFS Regional Office chain of command.

7.4.4 The CONTRACTOR may invoice for the supplemental IHOC visit that is in excess of the base rate visit, for the Initial FAF assessment, at the hourly rate of the educational level of the staff conducting the assessment.

**7.4.5 FP/FRS DCFS Multidisciplinary Case Planning Committee (MCPC)**

FP/FRS MCPC is a planning committee composed of the referred family, IHOC, Clinical supervisor, and family's natural support system proposed by family and the CSW or SCSW, to develop a service plan to address each case plan participant's individualized needs. The MCPC Prevention Plan Agreement, (Technical Exhibit 6), shall clearly and separately outline the individual specific intervention plan for all case plan participants, including child(ren) and caregiver(s). The MCPC Prevention Plan Agreement shall build on the case plan participants' strengths and be culturally sensitive. If CONTRACTOR or SUBCONTRACTOR directly provides the intervention specified in the MCPC Prevention Plan Agreement, it shall be from the state approved Evidence Based Practice (EBP) list. In the event that the Clinical Supervisor cannot attend the FP/FRS MCPC, a master's level or higher program managing staff who has knowledge of the particular case may temporarily take their place. This service plan may include other SCSF contracted services and/or linkage services. CONTRACTOR will engage family in the case planning process consistent with DCFS Integrated Core Practice Model, Technical Exhibit 7, and actively participate as a team member.

- 7.4.5.1 MCPC Plans shall include the FAF assessment tool findings and include an assessment of the Strengthening Families: A Protective Factors Framework, Technical Exhibit 30. *(Source material: Center for Study of Social Policy (CSSP) at: [About-Strengthening-Families.pdf \(cssp.org\)](#))*. The case plan shall address the protective factor(s) and identify the underlying needs of the individual family.
- 7.4.5.2 CONTRACTOR's Clinical Supervisor is responsible for overseeing the development, approval, and implementation of the MCPC Prevention Plan Agreement, including supervising the staff providing the IHOC services. Clinical Supervisor shall ensure all participants, including family's natural support system, are included in the development of the MCPC Prevention Plan Agreement. If CONTRACTOR or SUBCONTRACTOR identifies an intervention specified in the MCPC that meets the FFPSA candidacy criteria, the family shall be referred to a program on the state approved Evidence Based Practice (EBP) list with case-specific services directly linked to the case plan goals. The frequency of services shall be documented with a pre-determined frequency, for example, one time per week, or two times per month.
- 7.4.5.3 CONTRACTOR shall complete the initial FAF assessment tool within 30 calendar days of the start date of the case. CONTRACTOR shall convene an initial FP/FRS MCPC meeting within 30 calendar days of the start date of the case. MCPC meetings are able to be conducted in-person or video-conferencing.
- 7.4.5.4 CONTRACTOR shall notify the CSW and SCSW, family and all relevant service providers, giving them a minimum of three-business day notice of the MCPC meeting schedule.
- 7.4.5.5 The attendees at the MCPC meeting shall develop the MCPC Plan Service Agreement for each case plan participant, which shall:
- 1) determine and list the desired behavioral changes based on individual's underlying;
  - 2) assess the strengths and worries of the family;
  - 3) identify short and long-term goals;
  - 4) outline the objectives, concrete measurable steps that would assist the case plan participant in meeting their short/long term goals;
  - 5) clearly identify the responsible party and timeframe of each objective; and
  - 6) if CONTRACTOR or SUBCONTRACTOR directly provides the intervention specified, it shall be from the state approved Evidence Based Practice (EBP) list.

The CONTRACTOR shall populate and export the MCPC Prevention Plan Agreement in FAF. CONTRACTOR shall include detailed

information of the strengths and concerns for each client serviced under the SUMMARY/ADDITIONAL COMMENTS section in the MCPC Prevention Plan Agreement in FAF (Technical Exhibit 6). CONTRACTOR shall ensure the MCPC Prevention Plan Agreement is clear and legible.

- 7.4.5.6 CONTRACTOR shall ensure that the caregiver, children who are present (10 years and older and developmentally capable), Clinical Supervisor and other attendees at each FP/FRS MCPC meeting complete and sign the MCPC Prevention Plan Agreement and any other necessary DCFS designated forms.
- 7.4.5.7 CONTRACTOR is responsible that the MCPC Prevention Plan Agreement is verbally reviewed in the participants preferred language at the end of the meeting. CONTRACTOR shall ensure that a copy of the MCPC Prevention Plan Agreement is provided to the family members and all MCPC participants at the conclusion of each meeting. If the meeting took place in a location where photocopy equipment is not available or meeting was held via video-conferencing, CONTRACTOR shall provide a hard copy or electronic copy through secure e-mail of the MCPC Prevention Plan Agreement within 24 hours.
- 7.4.5.8 CONTRACTOR will notify their designated DMH Family Preservation Liaison with the schedule of each initial MCPC meeting. The initial MCPC meeting shall include a discussion of the Child and Adolescent Needs and Strengths (CANS) Assessment results. The results of the CANS assessment in conjunction with the FAF Assessment shall be utilized in developing the MCPC plan. For more information on CANS, refer to California Department of Social Services at <https://www.cdss.ca.gov/inforesources/foster-care/cans/the-cans-tool/cans-resources>.
- 7.4.5.9 CONTRACTOR shall, at 90-calendar day intervals from the start date of the case, conduct MCPC meetings to document ongoing FAF assessments and the family's progress toward achieving their goals as identified in their prior MCPC Prevention Plan Agreement. MCPC meetings are able to be conducted in-person or video-conferencing, if all required parties are involved. A new updated MCPC Prevention Plan Agreement shall be developed at subsequent MCPC meetings. If there are changes to the MCPC Prevention Plan Agreement prior to the next MCPC, the CONTRACTOR shall conduct a MCPC meeting and follow the same protocol outlined above for each new MCPC meeting. CONTRACTOR shall assess progress of MCPC Prevention Plan Agreement goals developed with the client at each weekly visit and subsequent MCPC.
- 7.4.5.10 CONTRACTOR shall ensure that a MCPC termination meeting is held between 15 to 30 days prior to the anticipated case termination date,



unless the family cannot be located or refuses to participate, or in instances where DCFS terminated the case prior to the end date without advance notice to the CONTRACTOR. CONTRACTOR will complete the Outcomes section of the FAF with the updated family's progress. CONTRACTOR shall provide family with referrals to Prevention & Aftercare referrals and document this in Outcomes section of the FAF.

- 7.4.5.11 CONTRACTOR shall document in detail all attempts for schedule and any cancellation of MCPC meeting for each case plan participant, CSW, and other MCPC participants in FAF. CONTRACTOR shall document details of the attempts and cancellations by using the contact type MCPC Deferment in FAF.

#### **7.4.6 In-Home Outreach Counselor (IHOC) Sessions (FP/FRS)**

IHOC sessions are face-to-face meetings between the IHOC and the DCFS MCPC Prevention Plan Agreement participants. IHOC sessions shall provide case management services, crisis intervention, as well as linkage services and advocacy using the state approved Evidence Based Practice. The IHOC is the primary staff assigned to a case, who in collaboration with the family and DCFS staff, conducts the FAF assessment, develops comprehensive treatment plans, and arranges for services and activities while monitoring the clients' progress toward case plan goals as it pertains to desired behavioral changes based on individual's underlying need. IHOC shall ensure caregiver(s) desired behavioral changes are in accordance with the five protective factors in the Strengthening Families: A Protective Factors Framework (Technical Exhibit 30).

Documentation of the IHOC session is case specific and shall address and include all case specific activities which shall be kept in the FAF system and in the case record. Documentation shall consist of meeting with each case plan participant individually and in private, and include observations of family interactions. IHOC shall continuously document each individual case plan participant's behavioral changes and progress towards goals.

The IHOC sessions shall be at least one hour per week and are part of the base rate. Any additional IHOC sessions that are necessary, may be of shorter duration and billed accordingly as supplemental IHOC services. CONTRACTOR may conduct an additional IHOC visit in months that have five weeks of which is to be billed as supplemental IHOC visits for families with high needs.

Visits with children in foster care shall not be arranged in the foster home, but the parent(s)/caregiver(s) may be transported to the visitation site, as required in the MCPC Prevention Plan Agreement.

- 7.4.6.1 CONTRACTOR shall document all services in detail and attempts to provide services, in the FAF.

- 7.4.6.2 FP/FRS monthly progress shall be recorded on FAF Monthly

Progress Reports, (Technical Exhibit 12), as described in Section 8.7, of this SOW.

7.4.6.3 For a description of Excused and Unexcused Absences, refer to Sub-sections 7.5.9, and 7.5.10, of this SOW.

7.4.6.4 CONTRACTOR may provide Supplemental Services for FP/FRS cases, as described in Sub-section 7.5.11, of this SOW.

7.4.6.5 FP/FRS cases may receive Linkage Services, as described in Technical Exhibit 28.

7.4.6.6 CONTRACTOR may purchase goods and services for FP/FRS cases through auxiliary funds.

## **7.5 OPEN DCFS/PROBATION CASES**

DCFS/Probation FP services will be provided for families with low to very high risk when they are referred and when any of the following conditions apply:

- Families with substantiated referrals;
- Families receiving Family Maintenance Services; or
- Families with Juvenile Probation involvement.

The length of the services will be a minimum of six months. CONTRACTOR may request two 3-month extensions. Families that have previously received FP services may be subsequently referred, by DCFS or Probation. However, if the family previously received services for one year or more, the provision of additional services must be pre-approved by the DCFS/Probation Regional Administrator.

Open DCFS/Probation Base Rate includes the following:

- 1) Case Management which includes but is not limited to conducting assessments;
- 2) Weekly In-Home Outreach Counselor (IHOC) visits,
  - Four visits to be conducted once a week four times a month,
  - On months with a fifth week,
    - an additional visit shall be optional based on the needs of the family, and
    - no more than 14 calendar days should pass between visits.
- 3) Clinical Supervision; and
- 4) Multidisciplinary Case Planning Committee (MCPC) meeting or equivalent.

Open DCFS/Probation cases may also receive the following services:

- 1) Supplemental services (excluding parent-child visitation); and
- 2) Linkage services.

7.5.1. CONTRACTOR shall be available to receive open DCFS/Probation referrals, via Family Centered Services (FCS) portal automated email (DCFS referrals) or fax and/or secure e-mail (Probation referrals). CONTRACTOR's receipt of DCFS

designated referral forms shall constitute an official referral of the family to the CONTRACTOR for services. The CONTRACTOR's proof of receipt for the referral shall be the fax confirmation sheet or the printed secured e-mail. The response timeframes begin at the start date on the referral.

CONTRACTOR shall e-mail the CSW/DPO, SCSW/SDPO, and CBL/PAUR within 24 hours of receiving the referral to confirm receipt, provide the name of the CPD and the IHOC along with their contact information. The CPD or IHOC shall call the CSW/DPO to verify family's current contact information, discuss case specifics, and a preliminary plan with the CSW/DPO.

7.5.2 If the CONTRACTOR completed the FP UFA for the family, unless otherwise clinically indicated, shall provide the FP Intervention Services. The CONTRACTOR, after consulting with the Clinical Supervisor, shall inform the COUNTY Designee (case carrying CSW/SCSW) as soon as practically possible so that an alternative plan for the family can be created.

7.5.3 CONTRACTOR shall ensure the IHOC makes contact with the family within five business days following the start date on referral. Attempts to make contact shall include a minimum of three telephone attempts and two face-to-face home visit attempts within five business days of the start date on referral. At the time of the initial home visit, the IHOC is to begin the initial assessment of service needs using the web-based FAF and have children (10 years and older developmentally capable and Probation youth) sign the Consent to Comply with the Bill of Children's Rights (Technical Exhibit 3).

7.5.4 CONTRACTOR shall leave an Attempted Contact Letter, (Technical Exhibit 8), at the residence when the attempted home visit is made. If contact is unsuccessful by the fifth business day, CONTRACTOR shall e-mail the Attempted Contact Form, (Technical Exhibit 9), to the CSW, SCSW, and CBL. CONTRACTOR shall consult with CSW, SCSW, and CBL prior to submitting closure of the referral.

Within 24 hours after the IHOC initial home visit, the CONTRACTOR shall inform the CSW/DPO, SCSW/SDPO, and CBL/PAUR, if either: 1) the family refused services; or 2) the IHOC believes the family is inappropriate for services. If CSW and/or SCSW is not available, CONTRACTOR shall contact the ARA. When a CSW/DPO and CONTRACTOR do not agree regarding the appropriateness of the family for services, CONTRACTOR shall utilize and confer with the DCFS Regional Office/Probation Department chain of command.

7.5.5 The CONTRACTOR may invoice for the supplemental IHOC visit that is in excess of the base rate visit, for the Initial FAF assessment, at the hourly rate of the educational level of the staff conducting the assessment.

**7.5.6 DCFS/Probation Multidisciplinary Case Planning Committee (MCPC)**

MCPC is a planning committee composed of the referred family, IHOC, Clinical supervisor, and family's natural support system proposed by family and the CSW/DPO or SCSW/SDPO, to develop a service plan to address each case plan

participant's individualized needs. The MCPC Prevention Plan Agreement, (Technical Exhibit 6), shall clearly and separately outline the individual specific intervention plan for all case plan participants, including child(ren) and caregiver(s). The MCPC Prevention Plan Agreement shall build on the case plan participants' strengths and be culturally sensitive. If CONTRACTOR or SUBCONTRACTOR directly provides the intervention specified in the MCPC Prevention Plan Agreement, it shall be from the state approved Evidence Based Practice (EBP) list. In the event that the Clinical Supervisor cannot attend the MCPC, a master's level or higher program managing staff who has knowledge of the particular case may temporarily take their place. This service plan may include other SCSF contracted services and/or linkage services. CONTRACTOR will engage family in the case planning process consistent with DCFS Integrated Core Practice Model, Technical Exhibit 7, and actively participate as a team member.

- 7.5.6.1 MCPC Plans shall include the FAF assessment tool findings and include an assessment of the Strengthening Families: A Protective Factors Framework, Technical Exhibit 30. (*Source material: Center for Study of Social Policy (CSSP) at: [About-Strengthening-Families.pdf \(cssp.org\)](http://www.cssp.org)*). The case plan shall address the protective factor(s) and identify the underlying needs of the individual family.
- 7.5.6.2 CONTRACTOR's Clinical Supervisor is responsible for overseeing the development, approval, and implementation of the MCPC Prevention Plan Agreement, including supervising the staff providing the IHOC services. Clinical Supervisor shall ensure all participants, including family's natural support system, are included in the development of the MCPC Prevention Plan Agreement. If CONTRACTOR or SUBCONTRACTOR identifies an intervention specified in the MCPC that meets the FFPSA candidacy criteria, the family shall be referred to a program on the state approved Evidence Based Practice (EBP) list with case-specific services directly linked to the case plan goals. The frequency of services shall be documented with a pre-determined frequency, for example, one time per week, or two times per month.
- 7.5.6.3 CONTRACTOR shall complete the initial FAF assessment tool within 30 calendar days of the start date of the case. CONTRACTOR shall convene an initial MCPC meeting within 30 calendar days of the start date of the case. MCPC Prevention Plan Agreement shall include FAF findings. MCPC meetings are able to be conducted in-person or video-conferencing.
- 7.5.6.4 CONTRACTOR shall notify the CSW/DPO and SCSW/SDPO, family and all relevant service providers, giving them a minimum of three-business days advance notice of the MCPC meeting schedule.
- 7.5.6.5 The attendees at the MCPC meeting shall develop the MCPC Plan Service Agreement for each case plan participant, which shall:

- 1) determine and list the desired behavioral changes based on individual's underlying needs;
- 2) assess the strengths and worries of the family;
- 3) identify short and long-term goals;
- 4) outline the objectives, concrete measurable steps that would assist the case plan participant in meeting their short/long term goals;
- 5) clearly identify the responsible party and timeframe of each objective; and
- 6) if CONTRACTOR or SUBCONTRACTOR directly provides the intervention specified, it shall be from the state approved Evidence Based Practice (EBP) list.

The CONTRACTOR shall populate and export the MCPC Prevention Plan Agreement in FAF. CONTRACTOR shall include detailed information of the strengths and concerns for each client serviced under the SUMMARY/ADDITIONAL COMMENTS section in the MCPC Prevention Plan Agreement in FAF (Technical Exhibit 6). CONTRACTOR shall ensure the MCPC Prevention Plan Agreement is clear and legible.

- 7.5.6.6 CONTRACTOR shall ensure that the caregiver, children who are present (10 years and older and developmentally capable), Clinical Supervisor and other attendees at each MCPC meeting complete and sign the MCPC Prevention Plan Agreement and any other necessary DCFS designated forms.
- 7.5.6.7 CONTRACTOR is responsible that the MCPC Prevention Plan Agreement is verbally reviewed in the participants preferred language at the end of the meeting. CONTRACTOR shall ensure that a copy of the MCPC Prevention Plan Agreement is provided to the family members and all the MCPC participants' community partner(s) listed on the MCPC Prevention Plan Agreement, and to the family at the conclusion of each meeting. If the meeting took place in a location where photocopy equipment is not available or meeting was held via video-conferencing, CONTRACTOR shall provide a hard copy or electronic copy through secure e-mail of the MCPC Prevention Plan Agreement within 24 hours.
- 7.5.6.8 For DCFS FP cases only: CONTRACTOR will notify their designated DMH Family Preservation Liaison with the schedule of each initial MCPC meeting. The initial MCPC meeting shall include a discussion of the Child and Adolescent Needs and Strengths (CANS) Assessment results. The results of the CANS assessment in conjunction with the FAF Assessment shall be utilized in developing the MCPC plan. For more information on CANS, refer to California Department of Social Services at <https://www.cdss.ca.gov/inforesources/foster-care/cans/the-cans-tool/cans-resources>.

- 7.5.6.9 CONTRACTOR shall, at 90-calendar day intervals from the start date of the case, conduct MCPC meetings to document ongoing FAF assessments and the family's progress toward achieving their goals as identified in their prior MCPC Prevention Plan Agreement. MCPC meetings are able to be conducted in-person or video-conferencing, if all required parties are involved. A new updated MCPC Prevention Plan Agreement shall be developed at subsequent MCPC meetings. If there are changes to the MCPC Prevention Plan Agreement prior to the next MCPC, the CONTRACTOR shall conduct a MCPC meeting and follow the same protocol outlined above for each new MCPC meeting. CONTRACTOR shall assess progress of MCPC Prevention Plan Agreement goals developed with the client at each weekly visit and subsequent MCPC.
- 7.5.6.10 For Probation FP cases only: CONTRACTOR shall include the assessment of the Los Angeles Risk and Resiliency Check-up (LARRC) assessment findings reported on the PAUR Referral for Community-Based Services, Technical Exhibit 4. CONTRACTOR and MCPC committee members to discuss the findings and target goals in the identified LARRC assessment areas (Refer to Technical Exhibit 27 - Probation Criminogenic Needs).
- 7.5.6.11 CONTRACTOR shall notify the COUNTY's Probation Department Program Manager, or designee, prior to terminating services at the end of the service period authorized on the most current PAUR Referral for Community-Based Services (Technical Exhibit 4). CONTRACTOR shall only provide services for the periods indicated on Form 800 (Technical Exhibit 1), and PAUR Referral for Community-Based Services (Technical Exhibit 4).
- 7.5.6.12 CONTRACTOR shall ensure that a MCPC termination meeting is held between 15 to 30 days prior to the anticipated case termination date, unless the family cannot be located or refuses to participate, or in instances where DCFS terminated the case prior to the end date without advance notice to the CONTRACTOR. CONTRACTOR will complete the Outcomes section of the FAF with the updated family's progress. CONTRACTOR shall provide family with referrals to Prevention & Aftercare referrals and document this in Outcomes section of the FAF.
- 7.5.6.13 CONTRACTOR shall document in detail all attempts to schedule and any cancellation of MCPC meeting for each case plan participant CSW, and other MCPC participants in FAF. CONTRACTOR shall document details of the attempts and cancellations by using the contact type MCPC Deferment in FAF.

**7.5.7 In-Home Outreach Counselor (IHOC) Sessions (DCFS/Probation FP Cases)**

IHOC sessions are face-to-face meetings between the IHOC and the MCPC Prevention Plan Agreement participants. IHOC sessions shall provide case management services, crisis intervention, as well as linkage services and advocacy using the state approved Evidence Based Practice. The IHOC is the primary staff assigned to a case who in collaboration with the family and DCFS staff, conducts the FAF assessment, develops comprehensive treatment plans, and arranges for services and activities while monitoring the clients' progress toward case plan goals as it pertains to desired behavioral changes based on individual's underlying need. IHOC shall ensure caregiver(s) desired behavioral changes are in accordance with the five protective factors in the Strengthening Families: A Protective Factors Framework (Technical Exhibit 30).

Documentation of the IHOC session is case specific and shall address and include all case specific activities which shall be kept in the FAF system and in the case record. Documentation shall consist of meeting with each case plan participant individually and in private, and include observations of family interactions. IHOC shall continuously document each individual case plan participant's behavioral changes and progress towards goals.

The IHOC sessions shall be at least one hour per week and are part of the base rate. Any additional IHOC sessions that are necessary, may be of shorter duration and billed accordingly as supplemental IHOC services. CONTRACTOR may conduct an additional IHOC visit in months that have five weeks of which is to be billed as supplemental IHOC visits for families with high needs.

- 7.5.7.1 CONTRACTOR shall document all services in detail and attempts to provide services, in the FAF.
- 7.5.7.2 FP/PROBATION monthly progress shall be recorded on FAF Monthly Progress Reports, (Technical Exhibit 12) as described in Section 8.7, of this SOW.
- 7.5.7.3 For a description of Excused and Unexcused Absences, refer to Sub-sections 7.5.9, and 7.5.10, of this SOW.
- 7.5.7.4 CONTRACTOR may provide Supplemental Services for FP/PROBATION cases, as described in Sub-section 7.5.11, of this SOW.
- 7.5.7.5 FP/PROBATION cases may receive Linkage Services, as described in Technical Exhibit 28.
- 7.5.7.6 CONTRACTOR may purchase goods and services for FP/PROBATION cases through auxiliary funds.

## 7.5.8 Intensive Family Preservation (IFP)

IFP services may be provided for families if the family has an open DCFS case and at least one of the following criteria is met:

- Child in the family, age 0-5;
- Any family with a child having a demonstrated mental health need; or
- Any family to necessitate intensive services as identified and documented by the CFT or MCPC meeting.

The provision of IFP services will be contingent on the availability of CONTRACTOR's resources to provide this service and is desirable, but NOT a mandatory requirement. The determination as to whether a CONTRACTOR has resources available to provide IFP services will be made collaboratively on a case by case basis by the COUNTY designee (case carrying CSW/SCSW) and the CONTRACTOR's Program Director (CPD). Once CONTRACTOR has accepted an IFP referral, CONTRACTOR is required to adhere to ALL IFP service requirements as outlined in this SOW.

7.5.8.1 Along with the FP Intervention base rate services, CONTRACTOR shall provide the following supplemental FP services to families assessed at the CFT/MCPC meeting(s) identified as needing IFP services:

- Two T&D visits per week (outside of normal business hours, if possible), and
- Two Supplemental weekly IHOC visits beyond the base rate IHOC visits. One mental health home visit may be substituted for one IHOC visit per week with documented case coordination.

7.5.8.1.1 IHOC and T&D services shall not be performed consecutively within one business day, for example, two IHOC visits shall not be made on the same day or days following each other. This rule does not apply when an extra IHOC and/or T&D visit is made on the day following an absence. CONTRACTOR shall make every effort to accommodate the family's schedule for the visits, including early mornings, evenings and weekends.

7.5.8.1.2 CONTRACTOR shall be compensated for additional T&D and supplemental IHOC visits for families identified as receiving IFP services. Identification of the family for IFP services shall take place before billing for additional services.

7.5.8.1.3 CONTRACTOR shall ensure supplemental IHOC and T&D services are delivered within three business days or less after the services have been deemed necessary for IFP



cases.

7.5.8.1.4 As the schedule allows, the assigned CONTRACTOR shall be involved/present at the initial meeting where it shall be determined if the family will receive IFP services. All base rate and supplemental services may be provided prior to the initial MCPC Prevention Plan Agreement meeting, if the decision to provide IFP services was determined at a prior CFT/TDM meeting. Continued need for IFP services shall be assessed throughout the life of the case, and case plan may be changed as warranted and designated at the subsequent CFT/MCPC meetings. The determination shall be based with consideration given to the SDM tool rating of high/very high risk, the Child Protective Services investigation, and the DCFS Integrated Core Practice Model, Technical Exhibit 7.

7.5.8.1.5 Once IFP services have been established, the length of time that the family will continue to receive IFP services shall be at the discretion of the CFT/MCPC Team. When CFT/MCPC members reach a consensus that IFP services are no longer warranted, the family's service plan will be amended and the family will be provided with the traditional FP services for the remainder of the service period.

## **7.6 ABSENCES**

### **7.6.1 Excused Absences – AR/FP FR/DCFS/Probation Cases**

When CONTRACTOR has been notified 24 hours or more, in advance of a scheduled visit, the CONTRACTOR will contact the assigned CSW/DPO via secure e-mail or telephone to discuss the reason for the absence and jointly agree that the absence is excused. In addition, a CONTRACTOR, after consultation with the CSW/DPO may consider an absence excused if given less than 24-hour notice if the absence is due to documented unforeseeable circumstances, such as family illness. The CONTRACTOR will still be responsible for contacting the assigned CSW/DPO, or if CSW/DPO is unavailable, the SCSW/SDPO to obtain approval of excused IHOC visits due to an unforeseeable circumstance. CONTRACTORS shall make reasonable efforts to make up an excused visit.

The CONTRACTOR, after consulting with the case carrying CSW/DPO, may approve one or more family members' absence for one or more IHOC sessions. CONTRACTOR shall document in FAF of this decision to the case carrying CSW/DPO within 24 hours. If the CSW/DPO is not available to consult with the CONTRACTOR, the CONTRACTOR may excuse absences for IHOC sessions, so long as the CSW/DPO is contacted within 24 hours of the excused absence.

CONTRACTOR shall document in FAF that reasonable efforts are made to

ensure that the required numbers of base rate weekly IHOC sessions are completed, despite any excused absences.

CONTRACTOR shall ensure that an IHOC conducts a Child Follow Up Visit prior to the next IHOC visit or within five calendar days, whichever is shorter, whenever a child(ren) is absent during the IHOC session or there is an excused absence for IHOC visit.

7.6.1.1 If **all family members** are excused from more than two consecutive base rate IHOC sessions, the case may be closed after consultation and agreement between CONTRACTOR and case carrying CSW/DPO. The case may be re-opened when the family becomes available. The case carrying CSW/DPO shall re-refer the family to the FP Program.

7.6.2 CONTRACTOR may approve absences for services other than IHOC sessions without consulting with the COUNTY and shall document the reasons for excused absences in FAF and in the Monthly Progress Reports to the CSW (see Section 8.7 – Monthly Progress Reports). Billing for excused absences for Supplemental services is not allowed.

7.6.3 CONTRACTOR may not bill for excused absences if the absence occurred as a result of the agency being unavailable.

#### 7.6.2 Unexcused Absences - – AR/FP FR/DCFS/Probation Cases

An absence is considered unexcused when the CONTRACTOR had a scheduled visit with the family and one or more of the family members were not present at that scheduled meeting.

7.6.2.1 CONTRACTOR may not bill for excused absences if the absence occurred as a result of the agency being unavailable.

#### 7.6.2.2 **ARS Cases:**

CONTRACTOR may terminate any referral where all family members have more than two consecutive or three total unexcused absences from IHOC sessions.

CONTRACTOR shall document in FAF that reasonable efforts were made to ensure that the required numbers of base rate weekly IHOC sessions are completed, despite any excused absences.

CONTRACTOR shall ensure that an IHOC conducts a Child Follow Up Visit prior to the next IHOC visit or within five calendar days, whichever is shorter, whenever a child(ren) is absent during the IHOC session or there is an excused absence for IHOC visit.

#### **7.6.2.3 FP/FRS and Open DCFS/Probation FP Cases:**

CONTRACTOR shall, within 24 hours of the scheduled session, send a secure e-mail or telephone the case carrying CSW/DPO regarding any unexcused absence and document in FAF.

CONTRACTOR shall document in FAF that reasonable efforts are made to ensure that the required numbers of base rate weekly IHOC sessions are completed, despite any excused absences.

CONTRACTOR shall ensure that an IHOC conducts a Child Follow Up Visit prior to the next IHOC visit or within five calendar days, whichever is shorter, whenever a child(ren) is absent during the IHOC session or there is an excused absence for IHOC visit.

7.6.2.4 CONTRACTOR shall document all efforts to visit the family, including documentation of attempted visits to the family home by leaving an Attempted Contact Letter, (Technical Exhibit 8), at the residence. CONTRACTOR shall also document all efforts of subsequent telephone calls and e-mails to the family and case carrying CSW/DPO and telephone calls received.

7.6.2.5 If an unexcused absence occurs after business hours, or on a COUNTY holiday or weekend, and CONTRACTOR has sufficient reason to believe that a child is at risk, CONTRACTOR shall immediately contact the Child Protection Hotline at 1-800-540- 4000 to report CONTRACTOR's concerns. If the child is in immediate danger, CONTRACTOR shall contact the appropriate law enforcement agency immediately and prior to calling the Child Protection Hotline.

7.6.2.6 If all family members have an unexcused absence from more than two consecutive base rate IHOC sessions, the CONTRACTOR shall consult with the CSW/DPO regarding the possible need to close the case. The case may be re-opened when the family becomes available. The case carrying CSW/DPO shall re-refer the family to the FP Program.

7.6.2.7 CONTRACTOR may not bill for unexcused absences if the absence occurred as a result of the agency being unavailable.

### **7.7 SUPPLEMENTAL SERVICES**

CONTRACTOR shall provide and be available, on a case-by-case basis, directly or through a Subcontractor, supplemental services that target the needs of the family. Billing for supplemental services shall follow the guidelines set forth in, Subsection 5.6.

7.7.1 CONTRACTOR shall ensure supplemental services are provided within 30 days after these services have been identified in the MCPC Prevention Plan

Agreement.

- 7.7.1.1 The COUNTY requires Agencies to utilize the EBP(s) on the California State FFPSA plan evidenced-based practices for the following supplemental services: Counseling, Intimate Partner Violence, IHOC visits, Parent Education, and Substance Use.
- 7.7.1.2 CONTRACTOR shall ensure that staff have the required training in EBP(s) in order to bill for the following services: Counseling, Intimate Partner Violence, IHOC visits, Parent Education, and Substance Use.
- 7.7.1.3 CONTRACTOR shall ensure that all supplemental services offered to families are documented in FAF.
- 7.7.1.4 Supplemental Services include, but are not limited to:

#### **7.7.1.4.1 In-Home Outreach Counselor (IHOC) Sessions**

Supplemental IHOC sessions are additional case-related face-to-face meetings between the IHOC and the MCPC Prevention Plan Agreement participants. IHOC visits beyond the four mandatory IHOC visits included in the base rate will be considered supplemental IHOC visits, including the fifth visit in a month where there are five weeks. The need for additional IHOC visits shall be clearly documented in the MCPC Prevention Plan Agreement for each family. IHOC sessions shall provide case management services, crisis intervention, as well as linkage services and advocacy. In collaboration with the family and DCFS staff, the IHOC conducts psychosocial assessments, develops comprehensive treatment plans, and arranges for services and activities while monitoring the clients' progress toward a court ordered and non-court ordered treatment/case plan goals. IHOC to use the state approved Evidence Based Practice, during IHOC visit.

#### **7.7.1.4.2 Counseling**

Face-to-face meetings by a counselor who utilizes interventions or coaching strategies with clients to address a specific issue or problem area such as: 1) relational and situational issues; 2) intimate partner violence or anger management issues; and 3) personal, vocational, and educational goals which can be addressed with short-term counseling services.

Supplemental Counseling shall not consist of psychotherapy services to treat mental health disorders or conditions. In the event that a mental health disorder/condition is suspected, Counselors shall refer the client for mental health treatment as appropriate.

The IHOC shall not provide counseling to MCPC Prevention Plan Agreement participants assigned to their caseload. These services

shall be provided by, 1) a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences; or 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 4) a Master's/Doctoral level registered Intern under Clinical Supervision by a LCSW, LMFT, or licensed Psychologist.

Anger Management and Intimate Partner Violence services may be provided, at a minimum, by a staff who holds a certificate in the areas of treatment. CONTRACTOR shall use the state approved EBP(s) when directly providing Anger Management and Intimate Partner Violence services to case plan participants.

CONTRACTOR shall invoice per family for all family members participating in counseling at the same time. Counseling shall be billed by the hour for the counselor's time. If it is a conjoint family or group counseling session, the CONTRACTOR shall bill per family, not per family member. CONTRACTOR shall use state approved EBP(s) when directly providing Counseling services to case plan participants.

Billing for documentation and preparation is not allowed.

#### **7.7.1.4.3 Child Focused Activities**

Age appropriate activities designed to enhance a child's growth and development. The activities shall be provided at the same time the parent(s)/caregiver(s) are receiving services. Activities shall be related to the MCPC Prevention Plan Agreement goals and interaction between the child and staff providing Child Focused Activities is required. Child Focused Activities may be provided up to a maximum of eight children per session, per staff member. Staff providing services may be a Case Aide or higher.

CONTRACTOR shall invoice per family for all children participating in a particular child focused activity at the same time. CONTRACTOR may invoice individually if the children in a family participate in separate activities. CONTRACTOR shall clearly define the nature of the separate activities.

CONTRACTOR shall document all Child Focused Activities in FAF.

#### **7.7.1.4.4 Child Follow-Up Visits**

CONTRACTOR shall ensure that IHOC makes a Child Follow-Up visit, **prior to the next IHOC visit** or within five calendar days, whichever is shorter, whenever a child(ren) is absent during the IHOC session. Child follow-up visits shall be at least 15 minutes in length and the

contact note in FAF shall document the private and individual conversation IHOC had with child(ren) in regards to the prior missed visit. Child Follow- Up should be completed in addition to the next weekly IHOC visit. CONTRACTOR shall use the state approved EBP(s), when providing Child Follow-Up Visits to case plan participants.

#### **7.7.1.4.5 Cultural Broker (CB)**

Cultural Broker (CB) will provide support, information, advocacy, and mentorship to the parent(s). CB serves as an advocate who helps parent(s) navigate the child welfare system to improve the quality of families' experience, achieve permanence, and well-being outcomes.

CB helps families strengthen awareness for recognition of self and others through a non-judgmental and respectful manner. CB has knowledge of the child welfare mandates, as well as shared cultural and life experiences. CB assists family with focusing on completing the MCPC Prevention Plan Agreement goals. CB to assist the family in navigating from centered-focus to community based involvement to increase social connections and concrete supports. CB shall support multigenerational, interdependent kinship, and extended family system.

CB sessions are to take place as agreed upon at the MCPC meeting.

#### **7.7.1.4.6 Emergency Housing**

CONTRACTOR shall arrange temporary housing for a family for a maximum of 14 consecutive days. Any family needing additional time requires pre-approval by the COUNTY Program Manager (CPM).

#### **7.7.1.4.7 Parent-Child Visitation**

Purpose of Parent-Child Visitation is to facilitate and strengthen bond between parent(s) and the child(ren), promote family reunification, encourage an ongoing relationship between parent(s) and the child(ren), and allow parents to demonstrate and practice new parenting skills. Parent-Child Visitation shall not count as the weekly IHOC visit.

CONTRACTOR shall provide parent coaching during Parent-Child Visitation to improve parenting skills, practice new skills, improve child behavior, and reduce the risk of abuse with lasting effectiveness. This will assist the parent(s) to establish a structured and consistent approach to discipline.

Parent coaching sessions are at minimum once per week during the parent-child visit or as agreed upon in the MCPC Prevention Plan

Agreement.

At minimum, staff providing parent coaching services, shall be a certified instructor in the state approved Evidence Based Practice modality specific to parent education. Staff shall have proof of training (Certificate of Completion) in the modality being used by the agency.

#### **7.7.1.4.8 Parenting Training Services / Fatherhood Program**

Services that support and enhance parenting skills through training in areas such as: 1) child development; 2) alternative discipline; 3) improve parent/child communication; 4) anger management; and 5) impulse control. Parenting Training services shall use a parenting modality with a set curriculum and differs from IHOC visits where parenting issues may be addressed as it comes up in the home. CONTRACTOR shall use the state approved EBP(s) when directly providing Parenting Training Services/ Fatherhood Programs to case plan participants.

At minimum, staff providing parenting training services/ fatherhood program, shall be a credentialed instructor. Staff shall have proof of training (Certificate of Completion) in the modality being used by the parenting & fatherhood instructor or agency. CONTRACTOR shall ensure that staff providing parent training services/fatherhood program shall have eight (8) hours of continuing education in parent education/child development/ childhood trauma annually.

CONTRACTOR shall provide a certificate to the participant upon successful completion of the program.

#### **7.7.1.4.9 Substance Use Assessment and Treatment**

CONTRACTOR shall arrange alcohol and other drug treatment recovery services for eligible case plan participants during the term of the Contract. CONTRACTOR shall ensure that services are provided by a State of California licensed/certified substance use treatment center that accesses Medi-Cal and CAL-Works programs and private insurance, or a Subcontractor with a licensed (residential), certified (outpatient), or Community Assessment Services Center provider that utilize the state approved EBP(s). CONTRACTOR shall use the state approved EBP(s) when directly providing Substance Use Assessment and Treatment services to case plan participants.

These services shall not be billed under Counseling.

COUNTY funds are available to provide these services only for indigent participants that do not qualify for the aforementioned funding sources.

#### **7.7.1.4.10 Substitute Adult Role Model Services (SARM)**

CONTRACTOR shall arrange services in which trained and supervised adult mentors are paired with children (minimum age 10-years-old) and youth to: 1) foster positive behavior through the mentor's example; and 2) broaden the children's recreational, social, and educational dreams through shared experiences. Group participants need to be of similar age and developmental level. SARM shall be provided up to a maximum of four children per session, per mentor.

The focus of SARM is on the on-going relationship between an adult (mentor) and a child/youth. If CONTRACTOR has group mentorship programs with a ratio greater than four children per mentor, the CONTRACTOR may submit a proposal to the COUNTY Program Manager (CPM) for consideration. The number of children/youth involved must be limited to allow quality time between the mentor and the children/youth.

CONTRACTOR shall invoice, per family, for all children participating in a particular SARM activity at the same time. CONTRACTOR may invoice individually if the children in a family participate in separate activities.

#### **7.7.1.4.11 Teaching and Demonstrating Homemaking (T & D)**

CONTRACTOR shall arrange services in which a T&D worker demonstrates and teaches primary caregivers the skills to successfully manage and maintain a home including, but not limited to, home safety, cleanliness, meal planning, and budgeting.

T&D provider may be a Case Aide or higher with the experience and expertise to provide hands-on instruction in the above areas.

#### **7.7.1.4.12 Transportation Services**

CONTRACTOR shall provide or arrange transportation services through their community partners for families to a specific service site by means of bus fare/pass, passenger vanpool, CONTRACTOR staff, or private vendor if no other means of transportation is available.

CONTRACTOR shall invoice, per family, for all family members transported to the same location or activity. CONTRACTOR may invoice individually if family members are being transported to different locations or activities by the same transporter. Staff providing services may be a Case Aide or higher.

CONTRACTOR may only bill for a percentage of the total time of transportation. For example, when transporting four families for one hour, the billing would reflect 15 minutes for each family ( $60/4 = 15$ ).



CONTRACTOR must document the transportation and the time individually in each client's case in FAF.

CONTRACTOR shall complete two separate notes in FAF: 1) for the transportation time; and 2) for the supplemental service they are completing (e.g. IHOC visit, T&D, etc.). CONTRACTOR shall ensure the times do not overlap on the notes in FAF.

CONTRACTOR may submit only one invoice when waiting for participants at the same location. CONTRACTOR may not bill for the wait time if they are at the CONTRACTOR's location. Maximum billable wait time is two hours.

CONTRACTOR shall document the transportation services in FAF.

#### **7.7.1.4.13 Deaf/Interpretive Services:**

CONTRACTOR shall purchase and be reimbursed for deaf/interpretive services. Refer to Contract, Section 5.10.2, page 12.

For ARS cases, CONTRACTOR may utilize Discretionary Funds. Refer to Statement of Work, Section 7.4.15.

## **7.8 MENTAL HEALTH SERVICES**

Mental Health Services are provided as a linkage service through Family Preservation. Mental Health services support the objectives of FP by offering a range of outpatient services for children and their parents/caregivers. The goal of mental health services is to alleviate mental health symptoms and improve family, school, and community functioning.

7.8.1 CONTRACTOR shall make every effort to link families in need of mental health services through a DMH contracted provider, private insurance network provider, or available community resources depending on the family's insurance or lack thereof.

7.8.1.1 CONTRACTOR will consult with their DMH Family Preservation Liaison if behavioral and/or emotional symptoms are identified or reported.

7.8.1.2 CONTRACTOR will partner with their designated DMH Family Preservation Liaison to refer children and families to an appropriate DMH contracted provider. If there is no available DMH contracted provider, the child and/or adult family member shall be referred to a similarly qualified mental health provider.

7.8.1.3 Once FAF enhancement is completed, CONTRACTOR will generate the Family Preservation Mental Health Services Referral Form through FAF, (Technical Exhibit 22), and submit the form to their

assigned DMH Family Preservation Liaison and Mental Health Provider when referring to an FP DMH Contracted provider.

- 7.8.1.4 CONTRACTOR will keep track of status of enrollment into mental health services and will document such efforts in FAF.
- 7.8.1.5 Once FAF enhancement is completed, CONTRACTOR will generate the “DMH Family Preservation Monthly Referral Report” through FAF, (Technical Exhibit 23), and submit the report to their assigned DMH Family Preservation Liaison by the 5<sup>th</sup> of every month to track linkages to mental health services.
- 7.8.1.6 For families with private insurance who experience barriers in accessing mental health care through their private insurance provider network, CONTRACTOR will generate the Family Preservation Mental Health Program Funds Request Form, (Technical Exhibit 24), and submit to their assigned DMH Family Preservation Liaison in order to request authorization of such funds. CONTRACTOR will submit supporting documentation as specified on the Family Preservation Mental Health Program Funds Request Form, (Technical Exhibit 24).
- 7.8.1.7 CONTRACTOR will request authorization from their assigned DMH Family Preservation Liaison when requesting to make self-referrals for counseling.
- 7.8.1.8 CONTRACTOR will collaborate with mental health clinicians working with FP families to ensure appropriate collaboration and coordination of services in accordance with the Integrated Core Practice Model.
- 7.8.1.9 CONTRACTOR shall notify the DMH Contracted provider when FP services are terminated.
- 7.8.1.10 CONTRACTOR will seek assistance from their assigned DMH Family Preservation Liaison when they encounter challenges in linking their clients to FP DMH Contracted providers or when experiencing obstacles in coordinating care with clinicians from DMH Contracted providers.
- 7.8.1.11 CONTRACTOR cannot bill for DMH services through ARS, FP/FRS, or FP.

## **7.9 THERAPUETIC DAY TREATMENT (TDT) – PROBATION CASES**

The primary case management focus for Probation TDT cases will be education advocacy, enrollment, academic performance, credit recovery, and school behavior. TDT is not mandatory.

- 7.9.1 CONTRACTOR shall provide TDT services for Probation Youth as approved by

the MCPC. Services shall be provided at least seven hours per day, five days per week and shall include, but are not limited to:

- formal education in a non-public school six hours per day, which includes therapeutic recreation;
- one hour of group counseling per day;
- at least one hour of individual counseling per week;
- at least 50 minutes of in-home case management with the family per month; and
- other services as determined by the MCPC.

Transportation and meals shall be provided. Attendance and activities shall be documented.

7.9.2 TDT services may be provided for six months and may be extended for an additional three months, up to two times with approval from the COUNTY Probation Department, Supervising Deputy Probation Officer (SDPO).

7.9.3 CONTRACTOR shall notify the COUNTY's Probation Department Program Manager, or designee, prior to terminating services at the end of the service period authorized on the most current PAUR Referral for Community-Based Services (Technical Exhibit 4).

CONTRACTOR shall only provide services for the periods indicated on Form 800 (Technical Exhibit 1), or PAUR Referral for Community Based Services (Technical Exhibit 4).

## **7.10 AUXILIARY GOOD AND SERVICES/ITEMS**

CONTRACTOR will use the following procedures to obtain goods and services for Family Preservation families with DCFS authorized auxiliary funds. Purchases that shall be procured directly by the COUNTY and will not be authorized for CONTRACTOR reimbursement include, but are not limited to: beds, mattresses, stoves, refrigerators, washers, dryers, sofa- beds, cribs, dinette sets, chest of drawers, moving costs, rental payments, and rental security deposits within Los Angeles County.

For these purchases, CONTRACTOR shall provide the CSW with the required documentation as further described below:

### **7.10.1 AUXILIARY SERVICES PROCEDURE**

After the need for auxiliary services has been discussed and agreed upon in the MCPC/CFT meeting, the CONTRACTOR shall provide written documentation of their agreement of the services/items to be purchased to the CSW/DPO and maintain a copy in the CONTRACTOR's case record.

7.10.2 Upon completion of the MCPC/CFT meeting, the CONTRACTOR will generate the appropriate forms necessary to obtain the required approval for authorizing

goods and services. CONTRACTOR shall submit to COUNTY the following documents:

- 7.10.3 CONTRACTOR shall provide written documentation (Letter Requesting Services). The written documentation shall include how the purchase will promote the safety, health, and placement prevention and/or safe reunification of the child, and how it relates to the MCPC/CFT service plan goals. CONTRACTOR shall include other resources that were explored to avoid the use of auxiliary funds.
- 7.10.4 Family Budget Worksheet (Technical Exhibit 18) shall be submitted with each request and shall be completed in a timely manner in correlation to when the request is submitted. CPM may request an updated Family Budget Worksheet as needed.

When requesting rental assistance, CONTRACTOR shall obtain and submit to the CSW written documentation of the following:

- 1. Client's ability to pay the ongoing rent amount;
  - 2. Copy of the original rental agreement signed by the client and the property owner or authorized agent. Client's name must be listed on the rental agreement. CPM may follow-up regarding other adults listed on the lease/rental agreement if it affects whether or not a client will be approved for funds;
  - 3. A W-9 form with the corresponding taxpayer ID, complete address, e-mail, and telephone number of the owner listed on the lease/rental agreement. If the W-9 form cannot be obtained, CONTRACTOR to provide the taxpayer ID, address, e-mail, telephone number of the owner listed on the lease/rental agreement; and
  - 4. A Return of Security and Rental Deposit Agreement form, (Technical Exhibit 10), shall be completed if a client is requesting assistance with funds used for the sole purpose of paying the move-in amount indicated on the lease/rental agreement. The original Return of Security and Rental Deposit Agreement form must be signed by the client and the property owner or authorized agent. If a client moves, all monies from said security deposit shall be returned to the COUNTY.
- 7.10.5 Upon receipt of appropriate forms necessary to obtain the required approval for authorizing goods and services. COUNTY shall process the following documents:
    - 7.10.5.1 COUNTY will process the FP Auxiliary Fund Authorization (Technical Exhibit 14), signed by CSW and SCSW. The items on the Technical Exhibit 14 must reflect the items listed in the Letter Requesting Services from the CONTRACTOR. Any modified amounts must be initialed by the SCSW approving the

revised amount.

- 7.10.5.2 COUNTY will process the DCFS 250 Procurement Request, (Technical Exhibit 20), it can also be found on LAKids, DCFS' Intranet Site. All of the following areas must be completed: (a) item requested, (b) amount of item requested, (c) total request amount, (d) Service Bureau, Division, Region, contact person, delivery address, telephone and e-mail.
- 7.10.6 COUNTY/CONTRACTOR shall submit a complete packet to CONTRACT ACCOUNTING at Department of Children and Family Services, 510 S. Vermont Ave., 14<sup>th</sup> Floor, Los Angeles, CA 90020, Attention: CONTRACT ACCOUNTING.
- 7.10.7 When requesting reimbursement via Auxiliary Funds for the purchase of clothing/other items, CONTRACTOR shall place in a sealed envelope the completed original Expense Claim for Auxiliary Fund Reimbursement (Technical Exhibit 16), a copy of the FP Auxiliary Fund Authorization (Technical Exhibit 14), with authorizing signatures and the original receipt(s), and forward to: Department of Children and Family Services, 510 S. Vermont Ave. 14<sup>th</sup> Floor, Los Angeles, CA 90020, Attention: Accounting Section, Family Preservation Payment Unit. CONTRACTOR shall photocopy all documentation for their files.
- 7.10.8 After review and approval of the Expense Claim for Auxiliary Fund Reimbursement (Technical Exhibit 16), by the CPM, the request will be forwarded to DCFS Finance Section for processing. The Finance Section's time to process the request to the Auditor- Controller is approximately two weeks.
- 7.10.9 In the event the original receipts and documentation are lost in transmission to the Finance Section, the CONTRACTOR shall submit a memo signed by the Executive Director specifying the reason(s) for not submitting original receipts, along with a copy of all documentation and receipts from their files, to facilitate reimbursement.
- 7.10.10 COUNTY shall issue payment to the CONTRACTOR for the authorized amount and shall be responsible for resolving any discrepancies with the CONTRACTOR. CONTRACTOR shall assist COUNTY in resolving any such disputes upon request by COUNTY.
- 7.10.11 To obtain reimbursement for authorized Deaf Interpretive Services fund purchases, CONTRACTOR shall on the 15<sup>th</sup> and the last day of the month complete the Expense Claim for Auxiliary Fund Reimbursement form (Technical Exhibit 16), attach the original receipt(s), and forward these documents to the Executive Director or designee for approval and signature.
- 7.10.12 CONTRACTOR shall place in a sealed envelope the completed original expense claim, with authorizing signatures and the original receipt(s), and

forward to: Department of Children and Family Services, 501 Shatto Place, Suite 205 Los Angeles, CA 90020, Attention: Administrative Assistant II, Family Preservation Section. CONTRACTOR shall photocopy all documentation for their files.

## **7.11 DISCRETIONARY FUNDS**

CONTRACTOR may use up to five percent (5%) of year-to-date of expended contract sum within the fiscal year toward discretionary funds. CONTRACTOR shall obtain prior written approval from the CPM for any discretionary expenditures estimated to be in excess of two thousand, five hundred dollars (\$2,500) for any individual item, event, activity or service (Referenced in the Contract, Subsections 5.6.2 & 5.6.3). COUNTY has the right to review and approve all requests. Discretionary fund items and services may be utilized for FP Intervention Services and shall target the needs of the family to assist the family in meeting their MCPC goals and promote the return of the children to the home or prevent removal from the home. CONTRACTOR shall provide clear explanations for items purchased, when requested by CPM.

After the need for discretionary services has been discussed and agreed upon in the MCPC/CFT meeting, the CONTRACTOR shall provide written documentation of their agreement of the services/items to be purchased to the COUNTY and maintain a copy in the CONTRACTOR's case record. The written documentation shall include:

- 7.11.1 Discretionary Fund Payment Request, (Technical Exhibit 17), should be completed in its entirety and signed by the CPD.
- 7.11.2 An original receipt, or canceled check, or both shall be submitted for each transaction listed on Discretionary Fund Payment Request (Technical Exhibit 17). In the event the original receipts and documentation are lost in transmission to the Finance Section, the CONTRACTOR shall submit a memo signed by the Executive Director specifying the reason(s) for not submitting original receipts, along with a copy of all documentation and receipts from their files, to facilitate reimbursement.
- 7.11.3 Use of personal, non-agency credit or debit cards is not permitted.
- 7.11.4 CONTRACTOR shall place in a sealed envelope the completed original Discretionary Fund Payment Request, (Technical Exhibit 17), with authorizing signatures and the original receipt(s), and forward to: Department of Children and Family Services, 501 Shatto Place, Suite 205, Los Angeles, CA 90020, Attention: Administrative Assistant II, Family Preservation Section. CONTRACTOR shall photocopy all documentation for their files.
- 7.11.5 After review and approval of the Discretionary Fund Payment Request (Technical Exhibit 17) by the CPM, the request will be forwarded to DCFS Finance Section for processing. The Finance Section's time to process the request to the time the Auditor- Controller issues the payment is approximately two weeks.

- 7.11.6 COUNTY shall make payment to the CONTRACTOR for the authorized amount and shall be responsible for resolving any discrepancies with the CONTRACTOR. CONTRACTOR shall assist COUNTY in resolving any such disputes upon request by COUNTY.

## 8.0 REPORTS AND RECORD KEEPING

CONTRACTOR shall use the appropriate forms in the Exhibits attached to this Contract, exactly in the format they appear, or any designated form(s) selected by DCFS. DCFS reserves the right to add, revise and/or replace any exhibit/form during the Contract period.

- 8.1 CONTRACTOR shall submit to DCFS a Monthly Staffing and Expenditure Report (MSER) (Technical Exhibit 21), for the previous month. The report shall be attached to the monthly billing invoice and transmitted via e-mail to the assigned Family Preservation Program Monitor (FPM) by the 20th of each month.
- 8.2 CONTRACTOR shall submit to DCFS the Regional/ERCP Office Screening Outcome Reports (Technical Exhibit 5) for FP UFA services, for the previous month. The report shall be attached to the monthly billing invoices and transmitted via e-mail to the assigned FPM by the 20th of each month.
- 8.3 Billing and all supporting documentation (signed invoices/billing) shall be submitted no later than the 30th day of the next month of billing cycle to the following address:

DCFS' Fiscal Operations Division  
510 S. Vermont Ave., 14<sup>th</sup> Floor  
Los Angeles, California 90020

- 8.4 CONTRACTOR shall maintain and make available to CPM upon request all verification of meetings held or attended as follows:

- 8.4.1 Community Advisory Council (CAC): CONTRACTOR shall take the lead in organizing CAC meetings in coordination with the CBL/COUNTY Designee and other CONTRACTORS. CAC meetings shall be held quarterly to discuss and review community services.

CONTRACTOR shall include Subcontractor(s) to discuss and review their services.

- 8.4.2 General Staff Meetings: CONTRACTOR shall attend the General Staff meetings quarterly in their Regional Office area upon the COUNTY Designee's request.

- 8.4.3 Roundtable Meetings: CONTRACTOR's Program Manager/Clinical Supervisor shall attend all FP Roundtable meetings scheduled by the COUNTY. CONTRACTOR shall keep notes of the agenda items and discussions and incorporate into practice as needed.

The half-hour before each Roundtable Meeting, 9:30 a.m. – 10:00 a.m., will be dedicated to a facilitated discussion hosted by a Steering Committee

member(s). The facilitated discussion during the Roundtable pre-meet will afford the opportunity for the Steering Committee to review the prior teleconference discussion with the larger body of CONTRACTORS, solicit additional input, and prepare for the Roundtable Meeting. The goal is to support a constructive dialogue and reinforce the teaming philosophy that joint ownership of the program goals, values, and outcomes requires dialogue and sharing of ideas.

8.4.4 Steering Committee: The Family Preservation Steering Committee is formed with the purpose of planning the FP Roundtable meeting that, supporting communication and strengthening the link between DCFS and CONTRACTORS. It is anticipated that the Steering Committee will enhance organization and quality of program services, allow for timely decision making, and reinforce inclusion of CONTRACTOR's perspective in the decision-making process. CONTRACTORS shall send a representative per SPA.

8.4.5 Task Force Meetings: CONTRACTOR shall attend Task Force Meetings with the other agencies providing Family Preservation services in their regional office area on a monthly basis. CONTRACTOR shall alert CPM of pending issues, as needed.

## 8.5 CASE RECORDS

8.5.1 CONTRACTOR shall maintain case records on each client and family served. Case records must be hard copies, documents from the FAF web-based Electronic Case Record system of other DCFS approved system and DCFS approved forms. CONTRACTOR shall use FAF as their **primary** web-based Electronic Case Record system. CONTRACTOR has the discretion to use other tools of their choosing **in addition to the mandatory requirements**. Case records shall include, but not be limited to:

- 8.5.1.1 Form 800 (Technical Exhibit 1),
- 8.5.1.2 Form 802 (Technical Exhibit 2),
- 8.5.1.3 Consent to Comply with the Bill of Children's Rights (Technical Exhibit 3),
- 8.5.1.4 Prospective Authorization & Utilization Review (PAUR) Referral for Community-Based Services (Technical Exhibit 4),
- 8.5.1.5 Regional/ERCP Assessment Outcome Report (Technical Exhibit 5)
- 8.5.1.6 Sample MCPC Plan & Confidentiality Declaration/Service Agreement (Technical Exhibit 6),
- 8.5.1.7 Attempted Contact Letter (Technical Exhibit 8),
- 8.5.1.8 Attempted Contact Form (Technical Exhibit 9),
- 8.5.1.9 Zip Code Waiver (Technical Exhibit 11),
- 8.5.1.10 Monthly Progress Report (Technical Exhibit 12),
- 8.5.1.11 Applicable reimbursement requests for auxiliary, discretionary and emergency funds,



- 8.5.1.12 All correspondence related to case management from the time the referral is received through termination,
  - 8.5.1.13 Linkage service referrals/DMH Referrals/DPSS linkages and follow-up; and
  - 8.5.1.14 Any other documentation (as applicable).
- 8.5.2 CONTRACTOR is responsible for maintaining open cases in a secured location. CONTRACTOR is responsible for maintaining closed case records in a secured location for all services provided through FP Services, for five years after each fiscal year.
- 8.5.3 CONTRACTOR shall utilize the DCFS state number/Family Preservation number and/or child identification number designated by DCFS/Probation for identifying each referred family and case record.
- 8.5.4 CONTRACTOR shall document all services provided on the web-based FAF. Hard copies of the documentation shall be printed out and placed in the file, such as Contact Summary, (Technical Exhibit 13), related to consultations, telephone calls to MCPC plan participants, base rate and supplemental services.
- 8.5.5 CONTRACTOR shall obtain all required signatures of case participants. Children age 10 and above and developmentally capable shall sign all relevant forms. CONTRACTOR shall evaluate the capacity and ability of children to understand and sign the forms and document their decision on the relevant forms.

## 8.6 TRANSFER OF CASE RECORDS

Transfer of Case Records can occur prior to Contract termination OR non-renewal of Contract OR when a family moves from one service area to another and the CONTRACTOR is not able to continue servicing the family. CONTRACTOR shall ensure that all case notes (contacts, MCPCs, Monthly Reports, FAF assessments, etc.) are documented in FAF prior to the COUNTY Designee completing the electronic transfer of the case in the FCS system. CONTRACTOR will no longer have access to electronic records on FAF once ELECTRONIC transfer is complete. CONTRACTOR shall deliver a copy of the case records/file to the receiving CONTRACTOR.

- 8.6.1 Prior to Contract termination or non-renewal of Contract, CONTRACTORS shall, at no additional cost to COUNTY, cooperate in transitioning active cases which are transferring to new CONTRACTORS, including providing all original case records and electronic records. CONTRACTOR shall securely store copies of all transferred cases for their own records for at least five years. The transitional plan shall be made in consultation with the COUNTY Program Manager (CPM) at least one month in advance of the Contract termination or as soon as possible in the event of non-renewal. CONTRACTOR shall have all cases ready to transfer prior to or by the contract's termination date.

- 8.6.2 At the start of a new Contract, CONTRACTOR shall accept transitioned cases from 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 the prior CONTRACTOR. 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, and (3) an initial MCPC Prevention Plan Agreement for the family within 30 days from the initial face-to-face contact with the family.

## 8.7 MONTHLY PROGRESS REPORTS

The monthly progress reports, for each case, shall be completed by the IHOC and reviewed, approved, and signed (wet signature in hard copy file or electronic approval/signature in FAF) by the CONTRACTOR's Clinical Supervisor/Director. The reports shall reflect the progress towards the MCPC Prevention Plan Agreement goals and summarize the activities provided by the CONTRACTOR for the reporting month. The report will also document CONTRACTOR's efforts in the CSAT process and linkage services/DMH Referral/Linkages Service coordination activities. The CONTRACTOR's Monthly Progress Reports, (Technical Exhibit 12), will have the following requirements:

- 8.7.1 For ARS cases, CONTRACTOR shall prepare and place the monthly report in the case file, Monthly Progress Report, (Technical Exhibit 12).
- 8.7.2 For FP Intervention Cases, CONTRACTOR shall prepare and submit to the assigned CSW or COUNTY Designee, the Monthly Progress Report, (Technical Exhibit 12), for each referred family on or before the 15<sup>th</sup> day of the following month (e.g., May reports are due by June 15). If the 15<sup>th</sup> day of the month is on a holiday or the weekend, CONTRACTOR shall submit the Monthly Progress Report on the prior business day.
- 8.7.3 The TDT provider shall adhere to the monthly reporting requirements of the CONTRACTOR, which includes providing the Monthly Progress Report, (Technical Exhibit 12), to the DPO to include, but not be limited to information regarding:
- 7.10.12.1.1 in-home case management visits;
  - 7.10.12.1.2 other services as determined by the MCPC;
  - 7.10.12.1.3 education advocacy;
  - 7.10.12.1.4 school enrollment;
  - 7.10.12.1.5 academic performance;
  - 7.10.12.1.6 credit recovery;
  - 7.10.12.1.7 school behavior; and
  - 7.10.12.1.8 progress toward treatment goals.

- 8.8 CONTRACTOR shall submit to DCFS the FP UFA Weekly Case Count Report, (Technical Exhibit 25), via e-mail to the CBL, CPM, and PAUR unit every Monday, reporting on the previous week to ensure even and fair distribution of referrals. CONTRACTOR shall include their name and the reporting week/dates in the subject line of the e-mail.

- 8.9 CPM reserves the right to request from CONTRACTOR additional reports as needed throughout the contracting period.

## **9.0 STAFFING**

CONTRACTOR shall be responsible for securing and maintain professional and paraprofessional staff, case aide, registered interns, interns and volunteers who meet the minimum qualifications below, and who possess sufficient experience and expertise required to provide services required in this SOW and meets the requirements identified in the Contract.

- 9.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff and volunteers, as well as, all Subcontractors' staff, prior to beginning and continuing work under any resulting Contract. The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR and Subcontractors, whether or not the staff member passes or fails the background and criminal clearance investigations (also referenced in the Contract, Subsection 7.4).
- 9.2 Language Ability: 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 the COUNTY. In addition to having competency in English, the CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served, including the various Asian and Pacific Islander languages which will be serviced countywide by an awarded CONTRACTOR. CONTRACTOR shall use language interpreted services to meet the language needs of the family.
- 9.3 Service Delivery: CONTRACTOR shall ensure all staff 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 provides services. Best efforts shall be made regarding eliminating Racial Disparity and Disproportionality concerns and full adherence to the Core Practice Model.
- 9.4 Driver's License: CONTRACTOR shall maintain copies of current driver's licenses, including current copies of proof of auto insurance of staff providing transportation to clients. COUNTY reserves the right to request copies of driver's license and proof of auto insurance.
- 9.5 Driving Record: CONTRACTOR shall maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all CONTRACTOR's drivers providing service under this Contract. Reports shall be available to the CPM on request. COUNTY reserves the right to request DMV check on CONTRACTOR's and Subcontractors' drivers once a year.
- 9.6 Educational Degrees: 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 recognized by the U.S. Department of Education. Any foreign degrees or qualifications will need to be evaluated through a Credential Evaluation Service provider at the agency's cost. For licensure, staff will need to go through the state's licensing board relevant to their degree to ensure they meet the

requirements. The agency and DCFS will determine on a case by case basis what will be accepted. CONTRACTOR shall maintain a copy of the professional and paraprofessional's educational degree in the personnel file. COUNTY reserves the right to request copies of education degrees.

- 9.7 Case Aide: A Case Aide shall be defined as CONTRACTOR paid staff who provides 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.
- 9.8 Paraprofessional Staff: Paraprofessional staff shall have a Bachelor's Degree in Social Work, Psychology, Marriage and Family Counseling, or a closely related field, and have a minimum of fifteen months of experience providing direct client services in a social service setting.
- 9.9 Professional Staff: Professional staff shall have, at minimum, a Master's Degree in Social Work, Psychology, Marriage and Family Counseling or a closely related field.
- 9.10 Clinical Supervisor: The Clinical Supervisor 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. The Clinical Supervisor shall also have a minimum of two years of experience within the last five years, providing direct client services similar to the services listed in this SOW. The Clinical Supervisor is responsible for overseeing the initiation, development and implementation of the MCPC Plan and is expected to provide guidance, direction and training to the CONTRACTOR's staff of all clinically relevant issues pertaining to the families they serve.
- 9.11 Program Director/Program Manager: The CONTRACTOR's Program Director/Manager (CPD) shall have, at minimum, a Bachelor's degree in the social services field and a minimum of two years social services experience within the last five years.
- 9.12 Counselors: The Counselors shall be one of the following: 1) a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences; or 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 4) a Master's/Doctoral level Registered Intern under Clinical Supervision by a LCSW, LMFT, or 5) licensed Psychologist.
- 9.13 County Designee: An individual or group identified by the COUNTY as responsible to carry out the work as stated in this SOW. County Designee may change at the COUNTY's discretion.
- 9.14 Family Preservation Up-Front Assessor (UFA Assessor): The Family Preservation Up-Front Assessor (UFA Assessor) shall be one of the following: 1) a LCSW with a current license from the California Board of Behavioral Sciences; 2) a LMFT with a current license from the California Board of Behavioral Sciences; 3) a Licensed Clinical Psychologist with a current license from the California Board of Psychology; or 4) a staff person with an ASW or AMFT who shall be directly supervised by a LCSW or LMFT.

- 9.14.1 CONTRACTOR shall employ a FP UFA Assessor at minimum 0.5 FTE or subcontract this service; if FP UFA Assessor position is vacant, agency to submit a CAP 90 days after position has been vacant.
- 9.15 In-Home Outreach Counselors (IHOC): The In-Home Outreach Counselors (IHOC) shall be one of the following: 1) a LCSW with a current license from the California Board of Behavioral Sciences; 2) a LMFT with a current license from the California Board of Behavioral Sciences; 3) a Licensed Clinical Psychologist with a current license from the California Board of Psychology; or 4) a staff person with a Master's degree in a human services field who shall be directly supervised by a LCSW or LMFT.
- 9.15.1 In lieu of a Master's degree, CONTRACTOR may submit a request for an Education Waiver (Technical Exhibit 26), to be approved by the CPM. CONTRACTOR's staff person shall provide proof of a Bachelor's degree in behavioral sciences or a related field in social services and experience providing direct case management services in a social service agency to be classified as an IHOC. A LCSW, LMFT, or licensed Psychologist shall directly supervise this staff person. The education waiver request shall include a copy of the staff person's current resume, degree and transcript. The staff person shall have a minimum of six (6) months of direct client case education waiver shall be at the discretion of the CPM. CONTRACTOR shall receive CPM's approval of the education waiver prior to the start of work of the identified staff person. Services provided by a non-approved individual may lead to disallowable billing.
- 9.15.2 CONTRACTOR shall employ an IHOC at minimum 1 FTE or subcontract this service; if IHOC position is vacant, agency to submit a CAP 90 days after position has been vacant.
- 9.16 Intern: A student in a Bachelors or Master's program in the field of Social Work or related field, being supervised by a Masters or higher level staff to complete the requirements for an educational degree or to gain work experience.
- 9.17 Registered Intern: A student who holds a Master's degree or higher in Social Work or related field under the supervision of a Licensed Clinical Social Worker (LCSW), or Licensed Marriage and Family Therapist (LMFT), or Licensed Psychologist AND registered with the Licensing Board applicable to the field of study.
- 9.18 Teaching and Demonstrating (T&D) Homemaking Staff: Teaching and Demonstrating (T&D) Homemaking Staff shall be, at a minimum, one of the following: 1) a Case Aide, or 2) an Intern.
- 9.19 STAFF TRAINING, RECORDS AND REPORTING
- 9.19.1 CONTRACTOR shall train all professional and paraprofessional staff, case aide, registered interns, interns, volunteers, and subcontractors providing program services within 45 business days for full-time staff. Part time staff may have a maximum of three months from their start date to complete the 40 hours training. Students working toward their school internship hours may apply relevant

training hours obtained, within 6 months prior to the start of the internship, toward the mandatory 40 hours training within 45 days.

Training shall consist of a minimum of 40 hours to include, but not limited to:

- 1) identifying child safety issues (including intimate partner violence, substance use and mental health issues);
- 2) instructing staff and volunteers in mandated reporting requirements;
- 3) working with families affected by abuse and neglect (including trauma informed care);
- 4) learning methods of identifying and building family strengths;
- 5) helping parents build on their own skills and confidence;
- 6) promoting positive parent-child and family interaction;
- 7) learning record keeping procedures, documentation and accurate completion of the FAF;
- 8) linking families to community services and resources;
- 9) role and participation in the MCPC process;
- 10) DCFS Core Practice Model;
- 11) Protective Factor Framework;
- 12) working with diverse populations (including LGBTQIA2S+, minority populations, disabled, etc.);
- 13) implicit bias;
- 14) the state approved Evidence Based Practice; and
- 15) COUNTY reserves the right to request training records.

If CONTRACTOR is providing Intimate Partner Violence, Mental Health, Parent Education, and/or Substance Use services directly to case plan participants, CONTRACTORs staff shall use state approved EBP(s) from the approved list.

- 9.19.2 CONTRACTOR shall ensure all professional and paraprofessional staff, case aide, registered interns, interns, volunteers and Subcontractors' staff providing FP services receives regular, ongoing in-service training and supervision. CONTRACTOR's staff shall receive a minimum of 32 hours of training each fiscal year. Licensed staff shall show proof of trainings as required by their licensing body. COUNTY reserves the right to request training records.
- 9.19.3 CONTRACTOR shall conduct weekly supervision reviews with all professional staff, paraprofessional staff, registered interns, mentors, and volunteers, and shall ensure that Subcontractors' meet the same requirement. CONTRACTOR shall keep all records pertaining to the supervision of staff in providing FP services, including but not limited to, supervision logs, agendas, and documentation of issues discussed in supervision. COUNTY reserves the right to request clinical supervision records.
- 9.19.4 CONTRACTOR's Program Manager and Clinical Supervisor, or their designee, shall attend a mandatory orientation that shall be provided by COUNTY within 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. CONTRACTOR shall ensure that all Subcontractors attend this mandatory orientation as well.

- 9.19.5 CONTRACTOR shall inform the CPM, as soon as information becomes available, either by telephone, electronically or in-person, of any serious FP child or family incident or fatality. CONTRACTOR shall deliver to the CPM copies of all FP related records within 24 hours.

## **10.0 QUALITY ASSURANCE PLAN (QAP) AND MONITORING**

Tracking and Adapting are critical components of the DCFS Integrated Core Practice Model, Technical Exhibit 7. Consistent with the Model, 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 QAP for evaluation to demonstrate how CONTRACTOR will self-monitor to ensure all of the requirements of the Contract will be met. A finalized copy of the plan shall be provided to the CPM within 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 A description of how the CONTRACTOR's service delivery model components align with the Strengthening Families: A Protective Factors Framework, Technical Exhibit 30, (Source material: Center for Study of Social Policy (CSSP) at: [www.strengtheningfamilies.net](http://www.strengtheningfamilies.net) or [www.cssp.org](http://www.cssp.org)), which includes parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need and social and emotional competency of children and youth.
  - 10.2.2 A description of how the Protective Factors Framework outcomes will be measured.
  - 10.2.3 A description of how CONTRACTOR will ensure IHOC understands and applies the concept of underlying needs when developing case plan goals.
  - 10.2.4 A description of how racial disparity and disproportionality will be addressed.
  - 10.2.5 A description of how the CONTRACTOR's service delivery model will align with the DCFS Integrated Core Practice Model, which includes engaging, teaming, assessment and understanding, planning and intervening, and tracking and adapting.
  - 10.2.6 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in this SOW. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
  - 10.2.7 CONTRACTOR must and utilize a fidelity monitoring tool to ensure adherence to the approved EBP(s) as required by DCFS. CONTRACTOR to furnish proof of using fidelity monitoring tool upon request. DCFS to review CONTRACTOR's monitoring system on a regular basis.

- 10.2.8 Methods for ensuring uninterrupted service to DCFS in the event of a strike, pandemic, or any other potential disruption in service, which may include medical leaves, vacations, etc. by CONTRACTOR's employees.
- 10.3 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by DCFS.
- 10.4 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.
- 10.5 CONTRACTOR and CPM shall review the QAP annually and revise, if needed.
- 10.6 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by DCFS, will monitor and evaluate CONTRACTOR's performance under this Contract using the quality assurance procedures specified in this SOW. All monitoring will be conducted in accordance with the Contract, Subsection 8.15.

- 10.6.1 CONTRACTOR shall be subject to a program review by DCFS, at a minimum of once per year, for the period of the Contract. CONTRACTOR shall make available to DCFS, upon request, the following records for review:
  - 10.6.1.1 Personnel records pertaining to current, paid and volunteer staff,
  - 10.6.1.2 Client case records,
  - 10.6.1.3 Subcontractor's records, and
  - 10.6.1.4 Financial records.
- 10.6.2 If CONTRACTOR performance requirements are not met, the CPM may call CONTRACTOR, and/or send CONTRACTOR a User Complaint Report (UCR), 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.
- 10.6.3 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 30 calendar days of the receipt of the Technical Review Findings.
- 10.6.4 CONTRACTOR shall fully cooperate with and participate in both the development and implementation of any proposed Quality Services Review (QSR). The CPM will review and have the final approval authority over the QSR component and its implementation process.



- 10.6.5 CONTRACTOR shall track outcomes and maintain quantitative descriptive data pertaining to families and services delivered. CONTRACTOR shall use data to inform service delivery and may be called upon to present findings.

## **11.0 GREEN INITIATIVES**

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

11.2 CONTRACTOR shall notify COUNTY's Program Manager of CONTRACTOR's new green initiatives prior to the Contract commencement.

## **12.0 PERFORMANCE OUTCOME SUMMARY**

CONTRACTOR shall adhere to the measures established in Sections D and E of this SOW.

## **SECTION D - Performance Outcome Measures**

### **Assessment Services**

An evaluation committee will be formed to address DCFS outcomes that would be most appropriate to measure FP Assessment Services.

## SECTION E - Performance Outcome Measures

### Intervention Services

<b>SERVICE CATEGORY TARGET GROUP</b>			
The target population is children and families who are in need of services to prevent future child maltreatment and/or DCFS involvement.			
<b>DCFS OUTCOME</b>	<b>OUTCOME INDICATOR</b>	<b>PERFORMANCE TARGET (per fiscal year)</b>	<b>DATA COLLECTION AND MONITORING METHOD</b>
<b>Goal: SAFETY</b>  Decreased occurrences of child abuse/neglect	<b>Family Preservation Intervention Services</b> of all Family Preservation involved families while receiving FP intervention services, the: <ol style="list-style-type: none"> <li>Percentage of ARS families involved in subsequent substantiated child abuse and/or neglect referrals within 12 months</li> <li>Percentage of FRS/FP families with subsequent substantiated child abuse and/or neglect referrals within 12 months</li> </ol>	<ol style="list-style-type: none"> <li>Shall not exceed 30%</li> <li>Shall not exceed 8%</li> </ol>	<b>CWS/CMS</b> <i>(Referral Received Date; Referral notebook; ID page, Date field</i> <i>Substantiated Allegation: Allegation notebook; Conclusion page; Allegation Conclusion field)</i>  <b>Family Centered Services System</b> <i>(FP Start Date; FP End Date; FP Term Date)</i>
<b>Goal: PERMANENCY</b>  Increase rates of reunification	<b>Family Preservation Intervention Services</b> of all Family Preservation involved families while receiving FP intervention services, the: <ol style="list-style-type: none"> <li>Percentage of FR families with a positive termination code within 12 months</li> </ol>	<ol style="list-style-type: none"> <li>Shall be no less than 50%</li> </ol>	<b>CWS/CMS</b> <i>(ID page; Service Component)</i>  <b>Family Centered Services System</b> <i>(FP Start Date; FP End Date; FP Term Date; Termination Reason Code)</i>
<b>Goal: WELL-BEING</b>  Percentage of parents who reported in learning a skill that benefited their family.	<b>Of all FP involved families having received or receiving FP services, the:</b> <ol style="list-style-type: none"> <li>Percentage of parents who stated they learned a skill and/or the program was helpful</li> <li>Percentage of families with positive termination codes</li> </ol>	<ol style="list-style-type: none"> <li>Shall exceed 70%</li> <li>Shall exceed 70%</li> </ol>	<b>Technical Review</b> <i>(Parent Interview Data)</i>  <b>Family Centered Services System</b> <i>(FP Start Date; FP End Date; FP Term Date; Termination Reason Code)</i>

**LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK  
Family Preservation Services**

<b>TECHNICAL EXHIBIT</b>	
<b>1</b>	Form 800 - Family Centered Service Request – Service Authorization
<b>2</b>	Form 802 - Consent to Release and Exchange Information (English/Spanish)
<b>3</b>	Consent to Comply with the Bill of Children’s Rights
<b>4</b>	PAUR Referral for Community Based Services
<b>5</b>	Regional/ ERCP Office Assessment Outcome Report
<b>6</b>	Sample MCPC Plan & Confidentiality Declaration/Service Agreement (FAF Generated)
<b>7</b>	DCFS Integrated Core Practice Model
<b>8</b>	Attempted Contact Letter (English/Spanish)
<b>9</b>	Attempted Contact Form
<b>10</b>	Return of Security and Rental Deposit
<b>11</b>	Zip Code Waiver
<b>12</b>	Monthly Progress Report (FAF Generated)
<b>13</b>	Contact Summary (FAF Generated)
<b>14</b>	FP Auxiliary Fund Authorization
<b>15</b>	Probation FP Auxiliary Fund Authorization
<b>16</b>	Expense Claim for Auxiliary Fund Reimbursement
<b>17</b>	Discretionary Fund Payment Request
<b>18</b>	Family Budget Worksheet
<b>19</b>	Emergency Fund Request
<b>20</b>	DCFS 250 – Procurement Request
<b>21</b>	Monthly Staffing and Expenditure Report (MSER)
<b>22</b>	DMH Services Referral
<b>23</b>	DMH Monthly Referral Report for FP Lead Agency
<b>24</b>	DMH Family Preservation Mental Health Program Funds Request Form
<b>25</b>	FP Weekly Case Count Report
<b>26</b>	Education Waiver
<b>27</b>	Probation Criminogenic Needs
<b>28</b>	Linkage Services
<b>29</b>	Definitions
<b>30</b>	Protective Factors Framework (Center for the Study of Social Policy (CSSP)
<b>31</b>	Family Preservation Up-Front Tracking Log & Assessment Notes
<b>32</b>	Supervision Record

COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**FAMILY CENTERED SERVICE REQUEST - SERVICE AUTHORIZATION (Page 1 of 2)**  
*The Safety of A Child is our First Priority*

**A. ACTION** (Check New Referral -or- Start/Term -or- Update Case)

☐ NEW REFERRAL ☐ START/TERM ☐ FP History (check if applicable)

☐ **FAMILY PRESERVATION**

CASE TYPE: ☐ DCFS CASE ☐ ALTERNATIVE RESPONSE ☐ SKID ROW ☐ FPAS

REFERRED FOR: STATE ID/ SERIAL#: \_\_\_\_\_ MHST DATE: \_\_\_\_\_ RESULT: \_\_\_\_\_  
 CHILD LAST \_\_\_\_\_ FIRST \_\_\_\_\_ CWS/CMS CASE # \_\_\_\_\_  
 FAMILY LAST \_\_\_\_\_ FIRST \_\_\_\_\_ CWS/CMS REFERRAL # \_\_\_\_\_

☐ **UPDATE CASE FOR:** FP NUMBER: \_\_\_\_\_ -or- STATE ID/ SERIAL#: \_\_\_\_\_

☐ **EXTEND SERVICES** ☐ **TERMINATION** Date: \_\_\_\_\_ Case Closure Reason Code: \_\_\_\_\_ ☐ **CHANGE** (Indicate Chg in Section C,D or E)

☐ **TRANSFER** (TRANSFER DATE): \_\_\_\_\_ Out of AGENCY: \_\_\_\_\_ Into AGENCY: \_\_\_\_\_

**B. SERVICE TYPE/ASSIGNMENT**

(To be completed by Community-Based Liaison (CBL)) Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_ **AGENCY NAME:** \_\_\_\_\_  
**Duration:** ☐ 1 MONTH ☐ 2 MONTHS ☐ 3 MONTHS ☐ 6 MONTHS

**Service Type:** FAMILY PRESERVATION: ☐ BASE RATE

☐ **ASSIGNMENT CORRECTION** (I.e. Correcting Effective Dates, etc., and Specify Instructions in Comments Section Below)

**COMMENTS:** ☐ **CORRECT EFFECTIVE DATE(s)** **EFFECTIVE DATE:** \_\_\_\_\_

**C. CAREGIVER**

☐ **CHANGE** ☐ **ADD FAMILY LOCATION** ☐ **REMOVE FAMILY LOCATION** **EFF. DATE:** \_\_\_\_\_

LAST NAME	DOB	ETHNICITY	LANGUAGE	RELATIONSHIP	PHONE	ADDRESS	PRIMARY CAREGIVER
							<input type="checkbox"/>

**D. OTHER ADULTS IN HOME**

LAST NAME	FIRST NAME	DOB	RELATIONSHIP	GENDER

**E. CASE INFORMATION**

☐ **CHANGE** **EFF DATE:** \_\_\_\_\_

CASE LAST NAME	CASE FIRST NAME	ETHNICITY	DOB	LANGUAGE
				<input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER
CSW LAST NAME	CSW FIRST NAME	CSW FILE NO.		CSW E-MAIL
CSW PHONE NO.	CSW FAX NO.	SPA		OFFICE
SCSW LAST NAME	SCSW FIRST NAME	SCSW PHONE NO.		SCSW E-MAIL
CBL LAST NAME	CBL FIRST NAME	CBL PHONE NO.		CBL FAX NO.

**F. CHILD INFORMATION**

☐ **CHANGE** **EFF DATE:** \_\_\_\_\_

LAST NAME	FIRST NAME	DOB	M/F	OPEN DCFS	REMOVE
					<input type="checkbox"/>

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FAMILY CENTERED SERVICE REQUEST - SERVICE AUTHORIZATION (Page 2 of 2)

*The Safety of A Child is our First Priority*

CASE NAME: \_\_\_\_\_ FP NUMBER: \_\_\_\_\_ or STATE ID/SERIAL#: \_\_\_\_\_

**G. OTHER INFORMATION**

GAIN <input type="checkbox"/> YES <input type="checkbox"/> NO		CALWORKS <input type="checkbox"/> YES <input type="checkbox"/> NO		WORKER NAME: _____		PHONE: _____	
				FILE NO: _____		OFFICE LOCATION: _____	
REFERRAL BEING MADE TO:		<input type="checkbox"/> PREVENT PLACEMENT		<input type="checkbox"/> FACILITATE REUNIFICATION		<input type="checkbox"/> ADOPTIVE PLACEMENT	
		<input type="checkbox"/> COURT ORDERED					
REFERRAL INITIATED BY:		<input type="checkbox"/> ERCP		<input type="checkbox"/> ER		<input type="checkbox"/> DI	
		<input type="checkbox"/> FM		<input type="checkbox"/> FR		<input type="checkbox"/> PP	
COURT STATUS:		<input type="checkbox"/> NONE		<input type="checkbox"/> PRE-ADJUDICATION		<input type="checkbox"/> POST-ADJUDICATION	
		<input type="checkbox"/> POST-DISPOSITION		<input type="checkbox"/> LEGAL GUARDIANSHIP		<input type="checkbox"/> ADOPTION	

**H. PLEASE DESCRIBE THE PRESENTING PROBLEMS/AREAS OF CONCERN** (Comments over 700 characters will print on next page)

**I. PLEASE DESCRIBE THE FAMILY STRENGTHS** (Comments over 700 characters will print on next page)

**J. PRELIMINARY ASSESSMENT OF SERVICES NEEDED IN ADDITION TO IN-HOME COUNSELING:**

<input type="checkbox"/> Auxiliary Funds	<input type="checkbox"/> Physical Development Services	<input type="checkbox"/> Developmental Services
<input type="checkbox"/> Parent Self-Help	<input type="checkbox"/> Teaching/Demonstrating Homemaker	<input type="checkbox"/> Employment Training Services
<input type="checkbox"/> Parent Training	<input type="checkbox"/> Substance Abuse Treatment	<input type="checkbox"/> Housing
<input type="checkbox"/> Transportation	<input type="checkbox"/> Child Care	<input type="checkbox"/> Mental Health Services
<input type="checkbox"/> Substitute Adult Role-Model	<input type="checkbox"/> Drug Testing	<input type="checkbox"/> Education
<input type="checkbox"/> Health Care	<input type="checkbox"/> Motel - Emergency Housing	<input type="checkbox"/> Special Education
<input type="checkbox"/> Income Support Services	<input type="checkbox"/> Counseling (Out of Home)	<input type="checkbox"/> Other

**K. ☐ GOALS or ☐ OUTCOMES or ☐ TERMINATION NOTES** (Comments over 700 characters will print on next page)

**TERMINATION - Code / Reason for Case Closing** (This Code is used in section A for a TERMINATION Action)

1 - Successful Family Preservation	15 - Successful Alternative Response	24 - Case assigned to the wrong FP agency
3 - Family Moved from Area	16 - Time Expired	25 - Change in services from ARS to regular FP.
4 - Family Refused Services/Dropped Out	17 - No Response From Client	26 - MCPC/Case Plan Goals Met
6 - Court Terminated Services	20 - Transfer to another DCFS program	27 - Child Detained
7 - Case Closed for Administrative Reasons	21 - Transfer to NON-DCFS program	28 - Child Arrested
11 - Case Created in Error	22 - Case closed against FP agency's recommendation	
13 - TDM Only/CFT Only	23 - Parent arrested	

**L. SIGNATURES**

CSW SIGNATURE	DATE	CBL SIGNATURE	DATE
SCSW SIGNATURE	DATE	ARA / FP MANAGER SIGNATURE	DATE

**COMMUNITY BASED SUPPORT PROGRAMS**  
**CONSENT TO RELEASE AND EXCHANGE INFORMATION**

1. Case Name	2. Case Number
3. Parent's/Guardian's Names <i>(if different from Case Name)</i>	4. Date of Birth
5 Parent's/Guardian's Names <i>(if different from Case Name)</i>	6. Date of Birth
7. Name(s) of Children	8. Date(s) of Birth
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
<p><b>9. CONSENT STATEMENT</b></p> <p>I/we understand that as a necessary part of my/our participation in the Community Based Support Program(s), the agencies involved must have access to records pertaining to my/our family. Therefore, I/we give permission to the Department of Children and Family Services (DCFS) to release, disclose, and/or exchange information about myself and my child(ren) listed above with a Community Based Agency and the participating agencies which may include, but are not limited to: the Departments of Health Services, Mental Health, Public Social Services and Education; and the school systems. This consent includes both written and oral communication related to social, medical, developmental, psychological, educational, behavioral and other individual and family issues.</p> <p>This signed consent form will remain in effect for the duration of my/our family's participation in the Community Based Support Program(s) indicated in #14 below.</p>	
10. Signature of Parent(s) Guardian(s)	11. Date of Signature
_____	_____
_____	_____
12. Children's Social Worker (CSW) Signature	13. Date of Signature
<p>14. Select Program Authorized for Referral:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> Adoption, Promotion &amp; Support Services (APSS)</p> <p><input type="checkbox"/> Child Abuse Prevention, Intervention &amp; Treatment (CAPIT)</p> <p><input type="checkbox"/> Family Preservation Program (FPP)</p> </div> <div style="width: 48%;"> <p><input type="checkbox"/> Partnership for Families (PFF)</p> <p><input type="checkbox"/> Prevention and Aftercare Services (P&amp;A)</p> <p><input type="checkbox"/> Other: _____</p> </div> </div>	

COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**Programas Comunitarios de Apoyo**  
**Consentimiento para Revelar y Cambiar Información**

1. Nombre del Caso	2. Número del Caso
3. Nombre de Padre(s) / Madre(s) o Guardianes <i>(Si es diferente al Nombre del Caso)</i>	4. Fecha de Nacimiento
5. Nombre de Padre(s) / Madre(s) o Guardianes	6. Fecha de Nacimiento
7. Nombre(s) de Niño(s) y Niña(s)	8. Fecha(s) de Nacimiento
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
<p><b>9. DECLARACIÓN DE CONSENTIMIENTO PARA REVELAR INFORMACIÓN</b></p> <p>Yo/nosotros entiendo/entendemos que cómo una parte necesaria de mi/nuestra participación en la Agencia del Programa Comunitario, las agencias involucradas tienen que tener acceso a los archivos pertinentes a mi/nuestra familia. Por lo tanto, yo/nosotros le damos nuestro permiso al Departamento de Servicio para Niños y Familias (DCFS) para revelar, divulgar, y/o intercambiar información sobre mi persona y mi niño(s)/niña(s) los antes mencionados con la Agencia de Programa Comunitaria y las agencias participantes que pueden incluir, pero no son limitadas a los Departamentos de: Servicios de Salud, Salud Mental, Servicios Sociales Públicos y de Educación. Este consentimiento incluye tanto la comunicación por escrito como la comunicación oral pertinente a los asuntos sociales, médicos, de desarrollo, psicológicos, educativos, de compartimiento u otros asuntos individuales o familiares.</p> <p>Este consentimiento firmado continuará vigente durante la participación de mi familia en el programa indicado abajo (#14).</p>	
10. Firma de Padre(s) / Madre(s) o Guardianes	11. Fecha de Firma
_____	_____
_____	_____
12. Firma del Trabajador Social para Niños	13. Fecha de Firma
<p>14. Indique el Programa Autorizando para Referencia:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> Adoption, Promotion &amp; Support Services (APSS)</p> <p><input type="checkbox"/> Child Abuse Prevention, Intervention &amp; Treatment (CAPIT)</p> <p><input type="checkbox"/> Family Preservation Program (FPP)</p> </div> <div style="width: 48%;"> <p><input type="checkbox"/> Partnership for Families (PFF)</p> <p><input type="checkbox"/> Prevention and Aftercare Services (P&amp;A)</p> <p><input type="checkbox"/> Other: _____</p> </div> </div>	



**CONSENT TO COMPLY WITH THE BILL OF CHILDREN'S RIGHTS**

The vision of the Family Preservation Program (FP) demands that there be developed in Los Angeles County a collaborative network of systems that work in concert to support and strengthen the capacity of families to provide their children's growth and development, therefore, I/we understand that as a necessary part of my/our participation in FP, I shall comply with the following Bill of Children's Rights:

1. Assure the safety and physical and emotional well being of children in my/our home while receiving the Family Preservation services.
2. Provide appropriate medical, dental, and mental health for my/our children and every one of them is covered by public or private health insurance and fully immunized by age 2 if appropriate.
3. Provide adequate food, shelter, and income and my/our children will have access to resources that will assist them in sustaining an adequate standard of living.
4. Provide adequate education and training and my/our children will attend school and enroll in Independent Living Program (ILP) services if age-appropriate and applicable, and ensure that all my/our children are trained in the skills and competencies necessary for work.
5. Protect my/out children from abuse and neglect and have access to quality child care if appropriate
6. Preserve my/our children in my/our family or actively work to reunify my/our children.
7. Provide emotional and social support and my/our children will participate in early childhood education program, including Head Start and State Preschool Programs if appropriate.

This signed consent form will remain in effect for the duration of my/our family's participating in the FP. Children (10 years and older, developmentally capable, and Probation youth) are required to sign.

\_\_\_\_\_  
Signature(s) of parent(s)/guardian(s)

\_\_\_\_\_  
Date of signature(s)

\_\_\_\_\_  
Signature(s) of parent(s)/guardian(s)

\_\_\_\_\_  
Date of signature(s)

\_\_\_\_\_  
Signature(s) of child(ren)

\_\_\_\_\_  
Date of signature(s)

\_\_\_\_\_  
Signature(s) of child(ren)

\_\_\_\_\_  
Date of signature(s)

\_\_\_\_\_  
Signature(s) of child(ren)

\_\_\_\_\_  
Date of signature(s)

**LOS ANGELES COUNTY PROBATION DEPARTMENT  
PAUR REFERRAL FOR COMMUNITY BASED SERVICES**  
Return via email to [PAUR@probation.lacounty.gov](mailto:PAUR@probation.lacounty.gov) or fax (323) 357-3986

<b>Youth's Information</b>	Youth's Last Name		First Name M.I.		Treatment Requested [Choose Treatment]		
	Youth's Street Address (where s/he will reside)		City		Zip Code	Date of Birth	PDJ #
	Next Court or Release Date	Social Security Number	Current Status (e.g. WIC 602 HOP/SP)	Insurance Provider		Insurance Number / Medi-Cal Number (if applicable)	
			WIC 602 / HOP				

<b>Responsibility Factors</b>	<b>Motivational Considerations</b>					
	Age	Gender	Ethnicity / Race	Youth's Preferred Language for Services	Parent's Preferred Language for Services	Gang Name (if applicable)
		[Gender]				
	<b>Other Considerations</b>					
	DCFS history [No/Yes]		Mental Health Service History [No/Yes]		School Name & Address (currently enrolled)	
	Out-of-Home Placement History (Probation SP Facilities, Camps, DCFS Foster Care)		Current and past mental health treatment and/or medication. Please list.		Grade/ (H.S. Credits)	
	1.		1.			
	2.		2.	Special Ed	IEP Date	AB3632
	3.		3.	Unknown		Unknown
Days/times family is available for in-home services			Describe any services that youth is receiving or scheduled to receive.			

<b>Family Information</b>	Parent / Guardian's Last Name, First (Relation to Youth)		Parent / Guardian's Last Name, First (Relation to Youth)			
	(relation)		(relation)			
	Home Phone Number	Cell Phone Number	Home Phone Number	Cell Phone Number		
	List the names, PDJ numbers, age and relationship of all others residing in the household with the youth. Attach sheets if necessary:					
	Name, PDJ	Age	Relationship	Name, PDJ	Age	Relationship

<b>Treatment Targets</b>	Briefly describe current behaviors, conflict, family dysfunction, mental health problems, drug history, and school issues leading to referral:					
	<div style="display: flex; justify-content: space-between;"> <div> LARRC data: _____  MDT date: _____ </div> <div> LARRC Risk Level:  <input type="checkbox"/> Low  <input type="checkbox"/> Moderate  <input type="checkbox"/> High </div> <div> Using the LARRC, determine the criminogenic needs that are to be targeted by the service provider:  <input type="checkbox"/> Delinquent Behavior    <input type="checkbox"/> Substance Abuse    <input type="checkbox"/> Social Isolation  <input type="checkbox"/> Delinquent Affiliations    <input type="checkbox"/> Family Interactions    <input type="checkbox"/> Academic Engagement  <input type="checkbox"/> Delinquent Orientation    <input type="checkbox"/> Interpersonal Skills    <input type="checkbox"/> Self-Regulation </div> </div>					

DPO of Record (Caseload No.) & Phone Number	SDPO & Phone Number	Area Office & Fax No.	Referral Date
DPO First & Last Name ( )	SDPO First & Last Name	Area Office	

<b>PAUR USE</b>	Analyst: _____ Date: _____		Accepted by CBO / Staff Full Name: _____	
	Referral: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		Phone No: _____ Fax No: _____	
	FP FFT FFP MST SAPC GHAS PHOENIX		Address: _____	
	Lead Agency/Proposed Effective Date: _____		Date Received: _____ Anticipated Start Date: _____	
	If Disapproved, Why? Alternative Solutions: _____		Services to be offered: _____	

## TECHNICAL EXHIBIT 5

COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

[illegible]

### Multidisciplinary Case Planning Committee (MCPC) Plan & Confidentiality Declaration/Service Agreement

MCPC Meeting Date: 02/17/2021 Time: 10am Location: Virtually with the family in their home via Teams

MCPC Plan Number: 3 - Terminating MCPC Plan Start Date: 09/10/2020

Case Name: Mother P.V. Telephone: 000-000-0000

Case Number: 1100000

Case Start Date: 8/21/2020

Case Type (ARS/FP/Probation): FPP-DCFS Case

IHOC Name: Patricia Robles Telephone: 000-000-0000 Fax: NA Email: patriciarobles@abc.gov

CSW/SDPO Name: John Doe, CSW Telephone: 000-000-0000 Fax: NA Email: johndoe@abc.gov

SCSW/SDPO Name: Jane Doe, SCSW Telephone: 000-000-0000 Fax: NA Email: janedoe@abc.gov

**Family Members:**

	Name	Relationship	Birth Date
1	Father	Caregiver	00/00/0000
2	Mother	Caregiver	00/00/0000
3	Baby	Child	00/00/0000

#### Strengths

Strengths	How will you use this strength?
Stability/Adequacy Of Caregiver's Childhood (PF-PR)	The IHOC will help mother and father identify areas in their childhood when they felt stable and secure; IHOC will help mother and father use these childhood examples as ways they can ensure stability for their child currently as parents.

#### Concerns

Outcome	Concerns	Goal	Target Date	Objective	Target Date
Mother and father participated in a financial planning course,	Financial Stress (PF-CS)	To reduce stress related to financial situation by learning how	2/20/2021	IHOC will assist mother and father in exploring and clarifying their	2/20/2021

they are now able to budget their monthly finances, they have implemented ideas on how to save money and spend on household needs more efficiently.		to budget their monthly income.		personal financial goals; IHOC will work with the parents on learning how to budget and assist them with developing a monthly budget.	
Mother and father identified a need for furniture. Mother and father assisted with the documentation necessary to be able to receive much needed furniture through the assistance of FP agency and Auxiliary Funds.	Adequate Furniture (PF-CS)	To obtain needed furniture: bed for mother and father, washer and dryer, stove, refrigerator, toddler bed, and couch.	2/20/2021	IHOC to research resources for donated or low cost furniture and refer family; IHOC will work with parents to gather necessary documentation to request auxiliary funds for family to obtain a bed for mother and father, washer and dryer, stove, refrigerator, toddler bed, and couch to ensure the safety of the children at home, provided there is available funding.	2/20/2021
Mother and father participated in a hands on Nurturing Parenting Program. They are now more aware of developmental milestones in	Understands Child Development (PF-KPCD)	To increase caregivers understanding of overall child development through the Nurturing Parenting Program. Mother and father to be	2/20/2021	IHOC to provide child development literature and discuss during weekly in-home visits. Mother and father to learn more about age-appropriate	2/20/2021

<p>early child development and have appropriate developmental expectations for their child. Parents have demonstrated the ability to setting limits and boundaries, as well as shown age appropriate discipline. Parents demonstrated a reduction of stress and anxiety that they had previously felt when the child was not able to do certain things developmentally.</p>		<p>able to demonstrate knowledge of developmental milestones for baby to reduce their stress when child may or may not engage in a behavior that they deem attainable</p>		<p>discipline, setting limits, boundaries and structure as well as house rules to have a predictable stable home environment. IHOC to practice with mother and father active listening skills, put themselves in their daughter's shoes, and see things from their daughter's perspective. IHOC to work with mother and father on child abuse awareness and prevention.</p>	
<p>Both parents are participating in ongoing individual counseling and have reported that they now understand how past childhood trauma's can affect how they feel and how they interact with their friends and family today. Both parents have reported that they want to continue to do the work in individual counseling to make sure their</p>	<p>Stability/Adequacy Of Caregiver's Childhood (PF-PR)</p>	<p>Mother and father to discuss times in their childhood when they felt safe and stable and to be able to replicate those moments for their own child through individual therapy. To improve mother and fathers understanding of how past childhood experiences can affect their</p>	<p>2/20/2021</p>	<p>IHOC to assist mother and father in exploring the benefits of individual therapy to better manage past experiences and current parenting dynamics. IHOC to educate parents on the different types of self-care such as: practical, mental, social, emotional, physical and spiritual self-care. Parents to choose the one</p>	<p>2/20/2021</p>

reactions and behaviors today are not negatively triggered by past trauma.		current parenting style.		that resonates with their lifestyle and begin practicing. IHOC to share with parents the importance of self-care in terms of not overwhelming themselves with everyday tasks.	
Mother and father have a history of substance abuse; however, parents have been clean and sober for the past 9 months. Mother and father are actively participating in drug testing and the test results have all been negative; mother and father are attending ongoing AA classes and both are actively working with their Sponsors. Mother and father have developed healthier ways to cope with stressors by exercising and going on family picnics at local parks on the weekends.	History Of Substance Abuse (PF-PR)	Mother and father maintain their sobriety by staying in communication with their Sponsors, attending AA meetings, and submitting to drug testing. Mother and father to learn healthier ways to cope with past traumas and stress by exercising, having a date night.	2/20/2021	IHOC to provide psychoeducation to mother and father around the effects of substances and ensure parents are attending their AA meetings, submitting to drug testing, and staying in contact with their Sponsors. IHOC to educate mother and father about the physical and psychological aspects of addiction as an illness and be aware of the physical and legal consequences of using drugs. In addition, IHOC to work with mother and father and teach them about the dangers of prescribed and non-prescribed mood-altering substances that	2/20/2021



# TECHNICAL EXHIBIT 6

COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

				have the potential to become addictive and can affect parental capacity. This is not a substitute for a substance abuse program.	
Mother and father have been connected with Los Angeles County Development Authority (LACDA) Section 8 program and are in the process of securing a section 8 voucher. They are providing necessary documentation needed to ensure stable housing and are cooperative with this process.	Housing Stability	Mother and father to cooperate with the process of linkage to a Section 8 voucher to improve housing stability.	2/20/2021	IHOC to assist mother, father and baby with seeking alternative housing options. IHOC will work with parents to gather necessary documentation for their section 8 application.	2/20/2021

Child Behavioral Concerns				
	Concerns	Name	Goals	Methods
1)	Aggressive/Assaultive/Destructive	Baby	Baby will reduce her escaping behavior when she is being fed.	Parents will place only one object of food on Baby's plate when eating. IHOC to work with parent to learn and teach baby sign language for "more" and "all done" to help her be able to communicate how



				she is feeling while eating or becomes aggressive when she eats.
2)	Tantrums	Baby	Baby will reduce tantrums when she is feeling upset.	Parents will communicate desired behavior from Baby, will provide praise by saying "Yay, good job!" when Baby exhibits desired behavior and will provide age appropriate discipline when Baby tantrums.

**SUMMARY/ADDITIONAL COMMENTS:**

Due to the State of California Stay at Home Orders related to COVID-19 and the recommendations from Public Health Agencies on Social Distancing, with DCFS approval, the initial MCPC for this family was conducted virtually. Client, CSW, and IHOC agreed to have the virtual MCPC and gave verbal consent.

**DCFS ALLEGATIONS:**

CSW reports that the case came to the attention of the department due to allegations that mother is an ex-addict and father has a long history of substance abuse. Parents have four children, three older ones have been adopted. The fourth child is in the home of the parents. Possible relapse for mother. CSW reports that this case is a Voluntary Family Maintenance case. CSW reports that mother needs support,

CSW reports that mother father need assistance in demonstrating parental capacity to their child by bonding with her, having confidence in their abilities to parent and take care of the household and making home cooked meals.

**STRENGTHS:**

IHOC reports that one of Mother's strengths is that she is resilient and has a strong support system. IHOC reports that Mother seems to be providing stability for minor. IHOC disclosed that Minor appeared physically well during the in home and virtual visits and engaged positively with IHOC. IHOC did not observe any child safety concerns during the visits.

IHOC reports that father also displayed a strong support system and has been able to maintain stable employment. During the virtual in home visit, father also appeared attentive to the minor and reacted appropriately when the minor cried by getting up to see how he could help soothe the baby during the call.

IHOC reports that based on her conversations with mother and father prior to the MCPC and her observations of the family, IHOC reports that the family will benefit from receiving the following services: counseling support, addressing nurturing parenting education to review age-appropriate discipline techniques, ways to bond with minor, child safety, and increase their communication. Reviewing self-care with mother and father to reduce any feelings of stress. Work on time management to ensure mother and father organizes their time to ensure they have down time, for themselves, time with each other as well as time to bond with minor and avoid feeling overwhelmed. Working with mother and father to establish safe and healthy family support to assist with childcare when possible. Addressing healthy coping skill so mother can learn more appropriate ways of reacting to stressful situations. Discussion of substance abuse awareness with parents and the impact it has on children. Assessing the needs of the family and providing community resources.

**DCFS COURT ORDERS:**

Mother and father to engage in random testing, individual counseling and a parenting program for child development.

IHOC will meet with family on a weekly basis to ensure the family is complying with all court mandates and provide support where needed while also assessing for ongoing child safety. IHOC reports that family would benefit from Auxiliary funds: to obtain a washer and dryer, stove, refrigerator, toddler bed, and a couch.

**MCPC MEETING SUMMARY**

Mother reported that she has learned from her mistakes and wants the best for her baby. Mother reports that she is currently attending a nurturing parenting class at 'We Are Family, Inc.' and individual counseling at Kedren Mental Health. Mother reported that she is learning so much about child development as well as about how her past trauma's can affect her behavior as an adult in such a short period of time in each program. Mother reports that she wants the assistance from the programs and from her IHOC and wants to be a good parent to her daughter and wants the best for her daughter.

Father reported that he wants to support his wife and wants to be able to support his family any way possible. Father also reported that he is attending nurturing parenting and individual counseling and has learned things about child development that he has found very helpful. Father reported that his counseling is helpful to him to be able to talk about the struggles his family is having and be able to talk about how this situation has been for his family.

**GOALS**

To strengthen mother and father's parental resilience, social connections, concrete support in time of need, knowledge of parenting and child development, social and emotional competence of children and self-efficacy, IHOC will work with parents to develop the skills and coping mechanisms needed to proactively meet challenges in relation to their child and manage adversities by working on the goals listed above.

## COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

### CONFIDENTIALITY DECLARATION STATEMENT:

As a member of the Family Preservation MCPC, I understand that I am not permitted to share any case-specific information, including, but not limited to, identifying information (e.g., names, addresses, telephone numbers, DOBs, SSNs, etc.), juvenile court information, mental health information, health information, education information, and public social services information regarding the above-referenced case with anyone who is not authorized by law to have such information. Applicable laws include, but are not limited to, Welfare and Institutions Code sections 827, 830, 5328, 5328.04, 10850, 18951, and 18961.7; Civil Code section 56.104; Penal Code section 11167; and, Education Code section 49076.

I agree to comply with all applicable statutes, regulations and policies regarding the confidentiality of information received within the context of this MCPC and will not disclose case information to any unauthorized person or entity. Further, I declare that I am aware of and familiar with all applicable statutes, regulations and policies relating to confidentiality, and I understand any violations thereof may constitute a criminal offense and/or subject me to civil penalties.

### SERVICE AGREEMENT STATEMENT:

At the MCPC meeting, the assessment, case plan, and time frames were agreed upon by the MCPC team (family, Department of Children and Family Services (DCFS) Children's Social Worker (CSW) and/or Deputy Probation Officer (DPO).

Those present agreed to work together toward achieving the goals identified in the case/service plan. Additionally, the Family Preservation Agency has agreed to provide DCFS with a written report(s) each month regarding services that were provided and the family's progress.

### CONSENT STATEMENT:

I understand that as a necessary part of my participation in the Family Preservation Program (FPP), the agencies involved are acting as a multi-disciplinary personnel team and, as such, are legally entitled to share information or writing that they reasonably believe is generally relevant to the prevention, identification, management, or treatment of child abuse, or the provision of child welfare services. I understand that the agencies may only disclose information to one another within the confines of the applicable laws, as generally discussed above. With this understanding, I consent to participate in the program. I also understand that I may revoke this consent to participate at any time, but that does not mean that the agencies can no longer share information so long as they are otherwise legally permitted to do so.

This signed consent form will remain in effect for the duration of my/our family's participation in the FP program.

Father

Client's Name (Relationship) (Please Print)	Signature	Date
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Mother

Client's Name (Relationship) (Please Print)	Signature	Date
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IHOC

IHOC Name (Please Print)	Signature	Date
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Clinical Supervisor

Clinical Supervisor Name (Please Print)	Signature	Date
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CSW

CSW/DPO (Please Print)	Signature	Date
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SCSW/SDPO (Please Print)	Signature	Date
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**TECHNICAL EXHIBIT 6**

COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Other - Name/Title (Relationship) (Please Print)	Signature	Date
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Other - Name/Title (Relationship) (Please Print)	Signature	Date
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## DCFS INTEGRATED 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 a trustful working relationship with 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 after-care supports as needed for the child and family.



## ATTEMPTED CONTACT LETTER

Date:

Dear ☐ Mr. ☐ Mrs. \_\_\_\_\_.

I attempted to contact you by phone on the following date(s):

\_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_.

I also attempted to contact you at your home on the following date(s):

\_\_\_\_\_; \_\_\_\_\_ at the last known address at \_\_\_\_\_.

I would like to meet with you regarding:

☐ Family Preservation Up-Front Assessment Services,

☐ Alternative Response Services,

☐ Family Preservation Program, or

☐ Family Preservation/Family Reunification Services,

in which you agreed to participate; however, I have been unable to reach you.

Please contact me as soon as possible, so that we may schedule an appointment. I look forward to hearing from you soon.

Sincerely,

\_\_\_\_\_  
Assessor/IHOC Name

\_\_\_\_\_  
Phone Number

## CARTA DE CONTACTO ATENTADO

Fecha:

Estimado ☐ Sr. ☐ Sra.,

Intenté comunicarme con usted por teléfono en las siguientes fechas:

\_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_.

También intenté comunicarme con usted en su casa en las siguientes fechas:

\_\_\_\_\_; \_\_\_\_\_ en la última dirección conocida en \_\_\_\_\_.

Me gustaría reunirme con usted con respecto a:

- ☐ Servicios de evaluación inicial de preservación familiar,
- ☐ Servicios de respuesta alternativa,
- ☐ Programa de preservación familiar, o
- ☐ Preservación familiar / Servicios de reunificación familiar, en el que accedió participar; sin embargo, no me he podido comunicar con usted.

Por favor comuníquese conmigo lo antes posible para que podamos programar una cita. Espero con interés escuchar de usted pronto.

Atentamente,

\_\_\_\_\_  
Asesor / Nombre IHOC

\_\_\_\_\_  
Número de teléfono

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES

## ATTEMPTED CONTACT FORM

<b>Agency Name:</b>	<b>Office Site:</b>	<b>Assessor/IHOC Name:</b>	<b>Phone #:</b>
<b>Case Name:</b>	<b>Case #:</b>	<b>State #:</b>	<b>Date:</b>

☐ SCREENING    ☐ ARS    ☐ DCFS    ☐ PROBATION

To: DCFS / PROB Designee \_\_\_\_\_

From: Assessor / IHOC \_\_\_\_\_

Start Date: \_\_\_\_\_

ERCP FPUFA: Assessor to report to family's location within one (1) hour of receipt of referral

Regional FPUFA: Assessor is to contact family within 24 hours of receipt of referral

ARS/FP/Probation: IHOC to make three (3) telephone calls and two (2) unannounced in-person visits to the family home within five (5) business days of start date

Initial telephone contact attempted on \_\_\_\_\_  
(Date)

Shall be faxed for ☐ CSW/DPO ☐ SCSW/SDPO ☐ ARA ☐ CBL ☐ PAUR

2<sup>nd</sup> telephone contact attempted on \_\_\_\_\_  
(Date)

Shall be faxed for ☐ CSW/DPO ☐ SCSW/SDPO ☐ ARA ☐ CBL ☐ PAUR

Attempted face to face contact (required ERCP / REGIONAL ASSESSMENT, ARS, FP INTERVENTION, PROBATION) on \_\_\_\_\_  
(Date)

At Address \_\_\_\_\_

Contact letter left ☐ Yes ☐ No at \_\_\_\_\_  
(Location)

Follow up telephone contact to ☐ CSW/DPO ☐ SCSW/SDPO ☐ ARA ☐ CBL ☐ PAUR

Result of telephone contact \_\_\_\_\_

Signature \_\_\_\_\_ (IHOC/Contractor Designee)

Signature \_\_\_\_\_ (Contractor Project Manager)



COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

## RETURN OF SECURITY AND RENTAL DEPOSIT

The following addendum to the original Rental Agreement must be signed by the Tenant and the Property Owner/Authorized Agent, before a Security and/or Rental Deposit can be issued.

### AGREEMENT

The security deposit set forth in the Rental Agreement is being paid by the Los Angeles County Department of Children and Family Services. This payment shall secure the performance of tenant's obligation as stated in the Rental Agreement. Any balance remaining upon termination shall be returned to the Los Angeles County Department of Children and Family Services. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.

Any returnable Deposits shall be refunded within three (3) weeks from the termination or expiration date of the Rental Agreement.

Checks or Money Orders for returnable deposits shall be made payable to DCFS and reflect the name of the renter on the check or money order, and note that it is a refund of Security and/or Rental deposit. Forward the refund directly to:

Los Angeles County Department of Children and Family Services  
Attn: Cash Management, FP Unit  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

I have read the above and agree to refund any and all returnable deposits as indicated.

Tenant Signature	Date	Owner/Agent Signature	Date
Tenant Printed Name		Owner/Agent Printed Name	
Rental Address:		Owner/Agent Address:	
Phone Number: _____		Phone Number: _____	
		Owner's SS#: _____	
		Owner's Tax ID #: _____	

## Family Preservation Zip Code Waiver

DATE: \_\_\_\_\_

PROGRAM MONITOR: \_\_\_\_\_

CBL Name: \_\_\_\_\_

Office Name: \_\_\_\_\_

Prior to submitting Zip Code Waiver to Family Preservation Program administration, approval is needed from:  
A.) Receiving CBL **and**; B.) Receiving CONTRACTOR.

Instructions:

**Step 1:** CBL of sending Office (e.g. Torrance) shall e-mail CBL of receiving Office (e.g. South County) to use an available open slot; e-mail subject line should read "Zip Code Waiver Request",

**Step 2:** CBL of receiving Office (South County) approves or deny the request by responding to the e-mail;

- If approving request, the receiving Office (South County) will identify the available FP agency and CC the agency, go to Step 3,
- If denying, due to waitlist, receiving CBL notifies the sending CBL of how many families are on waitlist, and sending CBL will request to add this family to waitlist or will re-screen the family for other CBSD programs,

**Step 3:** FP agency will confirm availability and start date,

**Step 4:** CBL of sending Office (Torrance) completes a Zip Code Waiver and e-mails the Zip Code Waiver to FP Monitor assigned to the FP agency accepting the case (CC the receiving CBL/FP agency in e-mail),

**Step 5:** FP Monitor reviews Zip Code Waiver and will e-mail all parties as to whether it was approved or denied,

**Step 6:** Sending CBL will assign the case to FP agency in FCS and send the 800 and 802 to FP agency via fax or secured e-mail.

Case Name: \_\_\_\_\_ Case Number: \_\_\_\_\_

Caregiver Name: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_

Children: \_\_\_\_\_

Address: \_\_\_\_\_

A zip code waiver is being requested. Reason for Request:	
<input type="checkbox"/>	Contractors assigned to office do not have capacity to accept case.
<input type="checkbox"/>	Case assigned to office, but family resides in another Regional Office coverage area.
<input type="checkbox"/>	Other (Provide brief description):

<input type="checkbox"/>	CBL of other Regional Office has approved Waiver.
<input type="checkbox"/>	Other CBLs Name:

<input type="checkbox"/>	Contractor has agreed to accept case
<input type="checkbox"/>	Name of Contractor (Agency & Contract) Receiving Case:
<input type="checkbox"/>	Name of Contractor Representative who agreed to accept case:

Zip Code Waiver Template (Version 2/June 4, 2021)

## FAMILY PRESERVATION MONTHLY PROGRESS REPORT

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**Auto Populated Agency Name**

**Auto populated Agency Address Here**

**Phone: xxx-xxx-xxxx Fax: xxx-xxx-xxxx**

**Case Date Range:** ALL

**Contact Date Range:** 8/1/2019 12:00:00 AM - 8/31/2019 12:00:00 AM

**Case Name:** JOHN DOE

**Case Number:** 0000000

**Secondary ID:** **Referred By:**

**Date Opened:** 06/17/2013 **DCFS Regional Office:**

**Date Closed:**

**Program:** FPP-DCFS Case

**Service Plan Date:** 08/28/2020

**Assessment Date:** 08/27/2020

**Team:** MFT, MFT Intern, CSW BA, LMFT, MSW

**Comments:** To provide intensive services to the family. / To keep the family unit intact. / The parents have a history of verbal arguments. The father has a history with substance abuse alcohol. / The family is cooperative with DCFS.

**Caregiver:** **Name:** JOHN DOE **Age:** 45

**Children:** **Name:** JOHN DOE JR. **Age:** 16

**Children:** **Name:** JANE DOE **Age:** 14

**Presenting Problems:**

**Contact History:**

**Date:** 08/01/2020

**Length:** 1:00PM to 2:00PM

**Location:** Home (fa)

**Type:** IHOC Visit

**Person(s) Served:** JOHN DOE, JOHN DOE JR. JANE DOE

**Workers:**

## FAMILY PRESERVATION MONTHLY PROGRESS REPORT

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**Contact History:**

**Date:** 08/10/2020  
**Length:** 1:00PM to 2:00PM  
**Location:** Virtual/Hybrid  
**Type:** IHOC Visit  
**Person(s) Served:** JOHN DOE, JOHN DOE JR. JANE DOE  
**Workers:**

**Contact History:**

**Date:** 08/20/2020  
**Length:** 1:00PM to 2:00PM  
**Location:** Virtual/Hybrid  
**Type:** IHOC Visit  
**Person(s) Served:** JOHN DOE, JOHN DOE JR. JANE DOE  
**Workers:**

**Contact History:**

**Date:** 08/30/2020  
**Length:** 1:00PM to 2:00PM  
**Location:** Home (fa)  
**Type:** IHOC Visit  
**Person(s) Served:** JOHN DOE, JOHN DOE JR. JANE DOE  
**Workers:**

**Progress Towards Goals:**

**Level of Participation in Services:**

## FAMILY PRESERVATION MONTHLY PROGRESS REPORT

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Effectiveness of Services Being Provided:

Child Safety Issues: (Area where each child is identified and discussed):

Challenges to Goals and/or Achievements:

Recommendations:

(Wet OR electronic signature is ok)

<b>IHOC Name</b>	<b>IHOC Signature</b>	<b>Date</b>
------------------	-----------------------	-------------

(Wet OR electronic signature is ok)

<b>Clinical Supervisor Name</b>	<b>Clinical Supervisor Signature</b>	<b>Date</b>
---------------------------------	--------------------------------------	-------------

**CONTACT SUMMARY**

Case Date Range:	All		
Contact Date Range	7/1/2020 - 9/17/2021		
Case Name:	JANE DOE		
Case Number:	1111111		
Secondary ID:		Referred By:	
Date Opened:	06/17/2013	Organization:	
Date Closed:		Location:	
Program:	FPP-DCFS Case		
Service Plan Date:	03/07/2017		
Assessment Date:	03/08/2017		
Team:	MOTHER, CSW, CHILD 1		
Caregiver:	MOTHER	Age:	45
Children:	CHILD 1	Age:	16
		Language:	
		Residence:	

Presenting Problems:  
History:  
Summary:

Date: 08/26/2020

Time:	3:00PM to 3:05PM ( 5 Minutes)
Location:	By Phone
Type:	Consultation with DCFS Social Worker
Person(s) Served:	MOTHER
Workers:	CSW
Services Provided:	Other
	Issues Addressed

**SAMPLE CONSULTATION NOTE**

Progress: IHOC called CSW to notify DCFS that the IHOC received this FP referral effective today from DCFS Office CBL. IHOC discussed with CSW the dynamics of the case and clarified with CSW any family strengths and support as well as the areas of worry or concerns that DCFS would like the agency to work with the family on. IHOC reminded CSW that she will contact the family within the next 5 days for the initial visit and once contact has been made and weekly IHOC visits started, the CSW will be notified of the first MCPC that needs to take place within 15 business days from the date of the first visit with the family. CSW stated that they will make themselves available for the MCPC and is available anytime via telephone or email for the IHOC to discuss the case.

Date: 08/27/2020

Time:	4:30PM to 5:30PM (1 Hour )
Location:	Home of Parent (Fa)
Type:	IHOC Visit - Face-to-face/Hybrid
Person(s) Served:	MOTHER, CHILD 1

## CONTACT SUMMARY

Workers:	CSW	
Services Provided:	Mental health services	Case Management/Advocacy
Services Provided:	Child care	Case Management/Advocacy
	Substance abuse treatment	Case Management/Advocacy

### SAMPLE IHOC NOTE:

Progress: To current COVID 19 virus threat, IHOC completed DCFS phone screening prior to scheduled contact. Mother reported that family had no symptoms. IHOC spoke to family about meeting with them face to face. Today's visit was held face to face families home.

CHILD SAFETY: IHOC observed minor 1 to be clean and dressed appropriately for the weather. IHOC also observed minors to be calm and comfortable in their home surroundings. IHOC observed mother tending to their needs such as preparing a meal for them. Per mother, children's daily routine has been the same and she has not observed any significant changes. IHOC did not observe any safety concerns at this time. FAMILY FUNCTIONING: IHOC observed the family to be attentive and engaging during the home session and mother was receptive to receiving services being offered through family preservation program. IHOC followed up with mother on status of dental appointments for minors and mother stated that their appointment is scheduled for 10/28/20. IHOC thanked mother for following through with setting the appointments for minors. IHOC followed up with mother on progress of minor 1 with remote learning. Mother shared that he is not doing so well again. Mother stated that he is becoming defiant again and resistant to remote learning. Mother stated that she has tried talking to him and explaining to him the importance of his participation. Mother stated that he requested to talk to the assistant principal to see if there are any other options for him. Mother stated that she will be contacting the school to see if a zoom meeting can be arranged. IHOC attempted to speak with minor about what he dislikes the most about remote learning but he refused to interact with IHOC. IHOC and mother continued their discussion on concrete support in times of need. IHOC made mother aware of her role as an advocate for herself and her children. IHOC encouraged mother to be an active participant in the change process, rather than a passive recipient of services. IHOC encouraged the family to take the lead when creating a plan to address family needs. IHOC communicated to mother that seeking help is not an indicator of weakness or failure as a parent, but rather a step towards building resilience. IHOC brainstormed with mother about what resources would be helpful for them in order to ensure the safety of the minors. Mother was open to the ideas and suggestions offered to her by IHOC. IHOC will continue to support the family as needed and educate mother on the five protective factors. PROGRESS TOWARDS GOALS: IHOC observed the family to be proactive as evidenced by their continued compliance with DCFS terms and recommendations. Family continue to meet with IHOC weekly as scheduled and mother has been open to discussing the changes she must make in order to avoid any future involvement with DCFS once case is closed. IHOC discussed with mother that she is attempting to schedule termination MCPC and is waiting to hear back from CSW about her availability. Mother reported understanding.

### SAMPLE IHOC NOTE

Prior to rendering the services, IHOC screened the family via telephone to inquire regarding any symptoms family might be feeling. Family denied having any symptoms. CHILD SAFETY: Minors appeared neat and well-groomed during session. Both minors appeared eager to be going clothes shopping after session. Both minors spoke about items they wanted to purchase. FAMILY FUNCTIONING: Family was available on time for weekly session. IHOC asked mother if she can give her a tour of the home. IHOC observed family's home to ensure that there were no current safety concerns. IHOC did not notice any safety concerns. Mother spoke to IHOC about her concerns regarding the case closure and how she would fare financially after, since she didn't want to return with her husband. Mother stated that she was concerned husband would stop helping her financially once she let him know that she would be proceeding with a divorce. IHOC let mother know that she would be provided with a

**CONTACT SUMMARY**

Prevention and After care resource. IHOC let mother know of additional resources such as 211 that assist families with basic necessities. IHOC encouraged mother to also seek legal resources to speak with a lawyer that might be able to guide her in receiving financial assistance from her husband, should she proceed with a divorce. IHOC let mother know that she would look for legal aid resources, but should also advocate for CSW to assist her in finding legal aid resources. PROGRESS TOWARDS GOALS: IHOC will continue with a teaching and demonstration session with family to assist them with budgeting.



# FAMILY PRESERVATION AUXILIARY FUND AUTHORIZATION

A. CASE INFORMATION (PRINT INFORMATION IN THE BLANK SPACES PROVIDED) FP NUMBER: REQUEST:

CSW/CMS CASE NUMBER: _____			
CASE NAME: LAST _____		FIRST _____	INITIAL _____
CASE NUMBER _____			
STATE ID/SERIAL # _____		PROJECTED END DATE _____	
REQUEST DATE: _____			
CSW NAME: LAST _____		FIRST _____	CSW FILE NO.: _____
SPA: _____			
OFFICE: _____			
REFERRAL AGENCY _____			

B. AUXILIARY FUND REQUESTS (MARK THE APPROPRIATE BOX) CHECK PURCHASE ORDER/VOUCHER

QTY OF ITEMS TO BE PURCHASED:	A	B	AMOUNT	VENDOR/PAYEE NAME

For Official Use by Accounting Division	O.K. TO PROCESS:	Initial _____	Date: _____	Note: _____
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PURCHASE ORDER DELIVERY ADDRESS:

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

RECEIPT CONTACT PERSON (For Purchase Order Only):

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

IF A CHECK IS REQUESTED INDICATE SPECIFICALLY HOW THE MONEY WILL HELP THE CHILD(REN) AVOID BEING PLACED IN FOSTER CARE OR FACILITATE REUNIFICATION (EXAMPLE: FAMILY DOES NOT HAVE FOOD TO FEED THE CHILDREN BECAUSE THE CHECK HAS NOT ARRIVED; PROVIDING MOTHER WITH MONEY FOR FOOD WILL HELP CAREGIVER FEED CHILD(REN) UNTIL HIS/HER CHECK ARRIVES) - OR - IF THIS IS A PURCHASE ORDER REQUEST INDICATE THE REASON/NECESSITY FOR ITEMS TO BE PURCHASED:

WHY IS THE MONEY NEEDED IMMEDIATELY?

WHAT OTHER RESOURCES WERE EXPLORED?

C. DCFS SIGNATURE

CSW	DATE	SCSW	DATE
CBL	DATE	ARA	DATE
RA	DATE	PROGRAM MANAGER OR DESIGNEE	DATE

**PROBATION FP AUXILIARY FUND AUTHORIZATION**

*Enter/Check All Applicable Information - Please Type or Print*

- |   |   |
|---|---|
| 1. Minor's Name: _____                    | 2. PDJ #: _____                             |
| 3. Parent/Guardian: _____                 | 4. Telephone: _____                         |
| 5. FP Original Start Date: ____/____/____ | 6. Auxiliary Fund Eff. Date: ____/____/____ |
| 7. DPO Name: _____                        | 8. Area Office & Unit: _____                |
| 9. DPO Telephone: _____                   | 10. DPO Fax: _____                          |
| 11. Lead Agency: _____                    | 12. Agency Telephone: _____                 |

13. Item Requested	Amount	Vendor/Payee Name
_____	\$	
_____	\$	
_____	\$	
	\$	
	\$	

**14. Vendor Contact Person & Complete Delivery Address**

- - \_\_\_\_\_

**15. Indicate specifically how the auxiliary funds will help the minor avoid being placed out of the home.**

\_\_\_\_\_

\_\_\_\_\_

**16. What other resources were explored?**

\_\_\_\_\_

\_\_\_\_\_

17. FP DPO Signature: \_\_\_\_\_ Date: \_\_\_\_\_

18. FP SDPO Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ 1. Auxiliary Fund  
☐ 2. Deaf Interpretive Services  
☐ 3. Substance Abuse Assessment and Treatment

<b><u>FP Agency Name</u></b>
<b><u>FP Agency Address</u></b>

Date of Claim
Claim Period

Date	Case Name/	Case Number	Vendor/Payee	Check Number	Amount
				<u>TOTAL CLAIMED</u>	

☐ I certify the above expenses were necessary and incurred in the performance of agency's contractual responsibilities.

Cashier's Name (Print)
Signature
Date

Executive Director/Project Manager (Print)	Signature	Date
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**APPROVAL:**

Family Preservation Program Administrator or Designee	Signature	Date
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**DISCRETIONARY FUND PAYMENT REQUEST**  
**FY 2021-2022 Month: \_\_\_\_\_**

**CONTRACTOR / SITE:** \_\_\_\_\_

**Address:** \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** (    ) \_\_\_\_\_ **Fax:** (    ) \_\_\_\_\_

**Contract Budget Allocation:** \_\_\_\_\_

**\* Discretionary Allocation 5% :** \_\_\_\_\_

**Previous Discretionary Expenditure Balance:** \_\_\_\_\_

**minus Today's Discretionary Expenditures:** \_\_\_\_\_ 0.00

**\*\*Discretionary Fund Balance:** \$ -

Receipt Number	Case Name	Case Number	Type of Case (ARS/FP/ Probation)	Ethnicity	Payee/Vendor	Description of Item Purchased	Service Date	Amount	COVID-19 Related Yes/No
1								\$ -	
2								\$ -	
3								\$ -	
4								\$ -	
5								\$ -	
6								\$ -	
7								\$ -	
8								\$ -	
9								\$ -	
10								\$ -	
<b>TOTAL</b>								<b>\$ -</b>	

\*Statement of Work, Section 5.6.2 CONTRACTOR may use up to five percent (5%) of the annual allocation amount for discretionary services/items. CONTRACTOR must obtain prior written approval from the COUNTY Program Manager for any Discretionary Services expenditures estimated to be in excess of two thousand, five hundred dollars (\$2,500) for any individual item, event, activity or service.

\*\* Discretionary Balance Formula: = Previous Discretionary Expenditure Balance (- Minus) Today's Discretionary Expenditures.

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
 FP Agency Project Manager

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
 Contract Program Manager or Designee

**FAMILY BUDGET WORKSHEET**  
**Family Preservation Program**

DATE : \_\_\_\_\_

CASE NAME: \_\_\_\_\_

CSW/PO NAME: \_\_\_\_\_

CASE NUMBER : \_\_\_\_\_

IHOC NAME: \_\_\_\_\_

**A) INCOME:**

Employment \$  
 AFDC \$  
 Food Stamps \$  
 Social Security \$  
 Child Support \$  
 Other \$

**TOTAL INCOME** \$

**B) EXPENSES:**

Rent \$  
 Food \$  
 Electric \$  
 Gas \$  
 Water \$  
 Telephone \$  
 Laundry & Cleaning \$  
 Household Supplies \$

Personal Supplies \$ \_\_\_\_\_  
 Recreation \$ \_\_\_\_\_  
 Medical \$ \_\_\_\_\_  
 Education \$ \_\_\_\_\_  
 Child Care \$ \_\_\_\_\_  
 Charge Accounts \$ \_\_\_\_\_  
 Transportation \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_

**TOTAL EXPENSES** \$

Income \$  
 Expenses \$  
 Balance (A-B) \$

Budget Goals: \_\_\_\_\_

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EMERGENCY RESPONSE COMMAND POST  
FAMILY PRESERVATION ASSESSMENT SERVICES  
EMERGENCY FUND REQUEST

Approved by :

Print Date:

SECTION 1

Date:					
Case Name:	Last		First		
CWS/CMS Referral #:		and/or	UFA #:		
Caregiver Name (1):	Last		First		
Caregiver Name (2):	Last		First		
Address:				Zip Code:	
Phone #:			Alternative Phone #:		
CSW Info.	Name:			Phone:	
SCSW Info.	Name:			Phone:	
Agency Name:				DCFS Office:	
Assessor / IHOC Name:			Phone #:		

SECTION 2

	Item Descriptions	Price		Item Descriptions	Price
	Refrigerator			Emergency Transportation	
	Stove/Oven			Hotel/Lodgings	
	Microwave			Utilities: House Phone, Gas, Electric, Water	
	Kitchenware			Medical Supplies/Medicine	
	Bed: Twin/Bunk/Jr./Toddler			Carpet Cleaning	
	Crib			Cleaning (Household) Supplies	
	Mattress: Twin			Trash Disposal	
	Beddings/Pillows			Pest Control	
	Baby Supplies			Plumbing	
	Car Seat			Smoke Detector	
	Stroller			House Repair Supplies	
	Clothing			Child Safety Gate/Items	
	Groceries				
	Misc:				

EMERGENCY RESPONSE COMMAND POST  
FAMILY PRESERVATION ASSESSMENT SERVICES  
EMERGENCY FUND REQUEST

Approved by :

Print Date: 12/9/2020

#	Vendor/Store	Receipt Amount
1		
2		
3		
Total:		
<b>* Maximum amount to be paid by DCFS is \$500.00</b>		

SECTION 3 - Agency

Project Manager Info:	Name:	Phone:	
Project Manager Approval:	SIGNATURE:	Date:	

SECTION 4 - DCFS

DCFS Program Manager Approval:	Date:	
--------------------------------	-------	--

Instructions:

SCSW: Complete Case Information (Section 1); Check approved items in Emergency Fund Request (Section 2); Submit to designated manager for DCFS approval process and fax the form to agency.

Agency: Enter estimated cost of approved items (Section 2); List each vendor/store receipt and receipt amount (Section 2); System will automatically calculate receipt total (Section 2); Complete Section 3; Mail EFR along with original receipts to: Christine Balderas-Vasquez, CSA II, 425 Shatto Pl., 3rd Floor, Room 310, Los Angeles, CA 90020.

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN & FAMILY SERVICES  
**PROCUREMENT REQUEST**

BUREAU	OFFICE	DELIVER TO ATTN: ADDRESS:
REQUESTOR OR CONTACT PERSON	TEL #	
EMAIL		

FUND CODE	DEPT CODE	UNIT CODE	OBJ. CODE	DEPT. OBJ. CODE	FUNCTION CODE	REQUEST AMOUNT (ESTIMATE)
A01	CH					Est. \$

**Description** Include detailed specifications such as dimensions, color, material, quantity, service description, frequency, etc.

**Justification** Include why this is needed and how it impacts your work.

(Include additional pages, if necessary)

Approval process below will follow DCFS Purchasing Guidelines		
By signing this request, I approve the item(s) or service(s) requested. Procurement will determine the method of purchase following appropriate policy.		
Level 1: Regional Administrator/Division Chief or Delegate	SIGNATURE OF APPROVER	DATE
Level 2: Deputy Director or Delegate	SIGNATURE OF APPROVER	DATE
Submit request to Fiscal Operations Division <a href="mailto:DCFS250REQBUDGET@dcfs.lacounty.gov">DCFS250REQBUDGET@dcfs.lacounty.gov</a>		
Level 3: Administrative Deputy III or Delegate	SIGNATURE OF APPROVER	DATE
Level 4: Administration Support Bureau Deputy Director or Delegate	SIGNATURE OF APPROVER	DATE
Level 5: Director or Delegate	SIGNATURE OF APPROVER	DATE

FOR PROCUREMENT SECTION USE ONLY	
ORDER REFERENCE NUMBER	BUYER
PO NUMBER	
NOTES	



FAMILY PRESERVATION PROGRAM  
FY 2021-2022 (JULY 2021 TO JUNE 2022)  
MONTHLY STAFFING AND EXPENDITURE REPORT

Reporting Month/Year: \_\_\_\_\_

1	FP System	
2	UFA Regional	
3	UFA ERCP	
4	TOTAL	

[illegible]

**YTD SUMMARY AT ONE GLANCE - DO NOT ENTER BELOW**

Target Projected Expenditure Percentage by Month			FP Allocation (FC3 SYSTEM)		% Expended	% Unexpended
July	8%	-	21 - 22 Allocation	\$ -		
August	17%	-	YTD Expenditure	\$ -		
September	25%	-	Total Remaining Balance	\$ -	#DIV/0!	#DIV/0!
October	33%	-				
November	42%	-	UFA Regional (UFA SYSTEM)			
December	50%	-	21 - 22 Allocation	\$ -		
January	58%	-	YTD Expenditure	\$ -		
February	67%	-	Total Remaining Balance	\$ -	#DIV/0!	#DIV/0!
March	75%	-				
April	83%	-	UFA ERCP (UFA SYSTEM)			
May	92%	-	21 - 22 Allocation	\$ -		
June	100%	-	YTD Expenditure	\$ -		
			Total Remaining Balance	\$ -	#VALUE!	N/A
			FP & UFA SYSTEMS			
			TOTAL 21 - 22 ALLOCATION	\$ -		
			TOTAL YTD EXPENDITURE	\$ -		
			TOTAL REMAINING BALANCE	\$ -	#DIV/0!	#DIV/0!

COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES

## MONTHLY STAFFING AND EXPENDITURE REPORT (MSER)

FP System	0
UFA Regional	0
UFA ERCP	0
TOTAL	0

FP System	0
UFA Regional	0
UFA ERCP	0
TOTAL	0

FP System	0
UFA Regional	0
UFA ERCP	0
TOTAL	0

UFA Regional (in UFA System)				
I	m	n=(i-m)	o	COMMENTS
Monthly UFA Actual Earnings	Target Monthly UFA Projected Earnings (based on annual allocation)	Variance - Overspent / (Underspent)	Next Month's Target Projected Earning (based on actual earning)	REASON / CORRECTIVE ACTION PLAN FOR OVER / (UNDER) EXPENDITURE
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
0.00	-	0.00	●	
\$0	\$0	\$0		

UFA ERCP (in UFA System)						
p	q	r=(p+q)	s	t=(r-s)	u	COMMENT \$
Monthly UFA ERCP Emergency Fund Requests	Monthly UFA ERCP Actual Earnings	Total UFA ERCP Actual Earnings	Monthly UFA ERCP Projected Earnings	Variance Overspent / (Underspent)	Next Month's Target Projected Earning (based on actual earning)	REASON / CORRECTIVE ACTION PLAN FOR OVER (UNDER) EXPENDITURE
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
0.00	0.00	0.00	0	0.00	●	
\$0	\$0	\$0	\$0	\$0		

<b>FCS &amp; UFA SYSTEMS</b>				
<b>V=(I+M+B)</b>	<b>W=(H+I+T)</b>	<b>X=W-V</b>	<b>Y=[V-W]</b>	<b>Z=(K+O+U)</b>
TOTAL MONTHLY PROJECTED EARNING	TOTAL MONTHLY ACTUAL EARNING	OVERALL VARIANCE <i>Overspent / (Underspent)</i>	REMAINING BALANCE	NEXT MONTH'S TARGET PROJECTED EARNING (based on actual earning)
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	0
\$0	\$0	\$0	\$0	

FAMILY PRESERVATION PROGRAM  
MENTAL HEALTH SERVICES REFERRAL

1. NAME OF REFERRED INDIVIDUAL (S):	2. DATE OF BIRTH:	INDICATE LANGUAGE and if CHILD or ADULT	3. INSURANCE INFORMATION with Number (Medi-cal, Cal works, Private, No Insurance)
A. _____	_____	_____	_____
B. _____	_____	_____	_____
C. _____	_____	_____	_____
D. _____	_____	_____	_____
E. _____	_____	_____	_____
4. STREET ADDRESS: zip code		5. TELEPHONE NUMBER: (      )	
6. List Barriers to attending MH Services			
[ ] None _____		[ ] Yes _____	
[ ] Court Case Date: _____		[ ] Court Ordered Therapy (if so please include minute order)	
7. Date of Next MCPC: _____			
8. CASE NAME:		9. CASE NUMBER:	FP Start and End Dates:
_____		_____	_____
10 DCFS/DPO (circle one) CASE WORKER'S NAME:		11. Email Address	TELEPHONE # and FAX #
_____		_____	(      )
12 DCFS/DPO (circle one) SUPERVISOR'S NAME:		13. Email Address	TELEPHONE # and FAX #
_____		_____	(      )
14 FAMILY PRESERVATION LEAD AGENCY:		15. Email Address	TELEPHONE # and FAX #
_____		_____	(      )
16 LEAD AGENCY CONTACT PERSON:		17. Email Address	TELEPHONE # and FAX #
_____		_____	(      )
18 REASON FOR REFERRAL: Please check off any of the following concerns:			
[ ] Suicidal Ideation/Attempts		[ ] Homicidal Ideation	[ ] Psychiatric Hospitalizations
[ ] Aggressive behaviors		[ ] Trauma	[ ] Sexualized Behaviors
			[ ] Substance Use
			[ ] Grief/loss
Please describe the symptoms and or concerns for each child or adult referred for services in detail below			
_____			
_____			
_____			
_____			
_____			
_____			
_____			
_____			
19. NAME OF DMH PROVIDER:		20. DATE OF REFERRAL:	
_____		_____	
21. DCFS/DPO SIGNATURE AND DATE:		22. FP LEAD AGENCY SIGNATURE AND DATE:	
_____		_____	

INTAKE DATE: \_\_\_\_\_  
Updated 6/21/2017

**Lead Agency Name:**

[illegible]

0 0 0 0

**Only Include referrals made in the month of July on this log**

[illegible]

## Family Preservation Mental Health Program Funds Request Form

<b>FP Service Type:</b> <input type="checkbox"/> ARS <input type="checkbox"/> Family Preservation	
<b>Lead Agency Name:</b>	<b>IHOC Name:</b>
<b>Case Name:</b>	<b>FP Start <u>and</u> End Date:</b>
<b>Referral Reason for Mental Health Services:</b>	
<b>Reason for FP MH Funding Request</b> (Please choose one of the following reasons and submit the supporting documents listed below that option). Submit this form and supporting documentation along with the 305 MH Referral Form, 800 and 802.	
<input type="checkbox"/> Family can't afford out of pocket expenses associated with the cost of mental health services (e.g. deductible, co-pay, or share of cost) Supporting Documentation: <input type="checkbox"/> Household Budget <input type="checkbox"/> Document indicating the cost of deductible and/or co-pay amount	
<input type="checkbox"/> Family has been unable to locate an in-network provider that (choose one) <input type="checkbox"/> accepting new patients <input type="checkbox"/> offers services for specialized populations (e.g. Birth-5, treatment for specific diagnoses) or <input type="checkbox"/> provides Court-ordered mental health services Supporting Documentation: <input type="checkbox"/> List of In-Network Providers that the family attempted to seek services from	
<input type="checkbox"/> Family has used up the maximum number of sessions covered through the private insurance. Supporting Documentation: <input type="checkbox"/> Documentation indicating they had received the maximum # of sessions allowed	
<input type="checkbox"/> Private Insurance/In-Network Provider determined that Client did not meet criteria for services. Supporting Documentation: <input type="checkbox"/> Documentation indicating the Client did not meet criteria for services.	
<input type="checkbox"/> Private Insurance Services not meeting the Client's needs <input type="checkbox"/> Frequency of sessions <input type="checkbox"/> Language Preference <input type="checkbox"/> Specialized Population Supporting Documentation: <input type="checkbox"/> Documentation indicating the available insurance provider(s) are unable to meet the specified need	
<input type="checkbox"/> Other obstacle/barriers to accessing mental health services through the private insurance (**Consult with DMH FP Liaison prior to submitting request**) Supporting Documentation: <input type="checkbox"/> Other (list the type of documentation):	
<b>DMH Representative Reviewing Request</b>	
<b>DCFS FP Program Manager/Designee</b>	
<b>Approved</b> <input type="checkbox"/> <b>Denied</b> <input type="checkbox"/>	<b>Denial Reason:</b>

# Family Preservation Weekly Case Count Report

(Reports are due by 2:00pm every Monday)

Today's Date (Monday):	TEST	Reporting Week (Mon-Fri of Prior Week)	
Agency Name:			DCFS Office:
Contact Person Name:			Contact Phone #:
Contact E-Mail:			Contact Fax Number:

## SECTION B. Caseload / Vacancy

DCFS Total:	ARS:	FP:	UFA:	Probation Total:	Base:	TDT:
# of Vacancies:				# of Vacancies:		
Subtotal of Cases via Zip Code Waiver (All Case Types)				Subtotal of Cases via Zip Code Waiver (All Case Types)		
Office Name:		#:		Office Name:		#:
Office Name:		#:		Office Name:		#:
Office Name:		#:		Office Name:		#:

## SECTION C. Cases Termed Previous Week Still Pending Action (If CBL already approved action do not list case) (Requests to terminate case must be posted on the web based system as well as listed here)

Case Name	FP # or Probation # (No State #)	DCFS Office (Case-Carrying CSW / DPO Location)	ARS	DCFS	Prob	Term. Date	Reason Code	Request Made on System?	
								Yes	No <sup>1</sup>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

## SECTION D. Cases Requiring Extensions (If CBL already approved action do not list case) (Requests to extend a case must be submitted on the web based system as well as listed here)

Case Name	FP # or Probation # (No State #)	DCFS Office (Case-Carrying CSW / DPO Location)	ARS	DCFS	Prob	Extension Effective Date	# of Months	Request Made on System?	
								Yes	No <sup>1</sup>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

## SECTION E. Cases Requiring Extensions for FP Services Beyond 12-Months

Case Name	FP # or Probation # (No State #)	DCFS Office (Case-Carrying CSW / DPO Location)	DCFS	Prob	Extension Effective Date	# of Months
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		

<sup>1</sup> All requests should be submitted on the web based system. Clicking "No" in this column is only for unique situations where contractor tried but was unsuccessful in submitting the request on the web based system.

**Family Preservation Weekly Case Count Report  
Addendum**  
**Requests Submitted in Previous Weekly Report(s)**  
**Pending DCFS/Probation Action<sup>2</sup> on Web Based System**  
(Reports are due by 2:00pm every Monday)

SECTION F: Termed Cases Listed on Prior Weekly Report(s) but still pending DCFS/Probation action on web system <sup>2</sup>									
Case Name	FP # or Probation # (No State #)	DCFS Office (Case-Carrying CSW / DPO Location)	ARS	DCFS	Prob	Term. Date	Reason Code	Request Made on System?	
								Yes	No <sup>3</sup>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

SECTION G. Extended Cases Listed on Prior Weekly Report(s) but still pending DCFS/Probation action on web system <sup>2</sup>									
Case Name	FP # or Probation # (No State #)	DCFS Office (Case-Carrying CSW / DPO Location)	ARS	DCFS	Prob	Extension Effective Date	# of Months	Request Made on System?	
								Yes	No <sup>3</sup>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

<sup>2</sup> No cases should be listed if the termination and/or extension were processed by DCFS/Probation on the web system but contractor has not received the DCFS 800 / 1324. Contractors should use the Case Inquiry Screen (see Coordination Communication 09-12)

<sup>3</sup> All requests should be submitted on the web based system. Clicking "No" in this column is only for unique situations where contractor tried but was unsuccessful in submitting the request on the web based system.



**Waiver to Allow Staff Person with Bachelor Degree to  
Provide In-Home-Outreach-Counseling in Lieu of a Master's Degree  
- Family Preservation Program -**

**AGENCY INFORMATION:**

Agency Name: \_\_\_\_\_ DCFS Office: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Contract Project Manager Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PROSPECTIVE CANDIDATE INFORMATION:**

Candidate Name: \_\_\_\_\_ Degree/Major: \_\_\_\_\_

The Degree/Major is considered a Degree/Major in: ☐ Social Science ☐ Related Field

*Previous Social Service Agency Experience*

Name of Agency: \_\_\_\_\_

Title at Agency: \_\_\_\_\_ Years at Agency: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Title at Agency: \_\_\_\_\_ Years at Agency: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**CONTRACTOR CURRENT STAFFING:**

# of Current IHOCs \_\_\_\_\_ # w/ Waiver \_\_\_\_\_ # w/ Masters: \_\_\_\_\_ # w/ License: \_\_\_\_\_

**ATTACHMENTS:** ☐ Degree ☐ Transcript ☐ Resume

**SIGNATURES:**

Contract Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

=====

For DCFS Family Preservation Program Administration Only Below this Line

☐ Approved  
☐ Denied

_____ Name	_____ Title	_____ Signature	_____ Date
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## PROBATION CRIMINOGENIC NEEDS

To be targeted by service providers in probation cases

### LOS ANGELES RISK AND RESILIENCY CHECKUP (LARRC)

Evidence Based Practice requires that an ***actuarial risk and needs assessment be conducted with*** the use of a validated risk and needs assessment tool. This is similar to orientating oneself on a map. One needs to know where they are first before they can determine a plan of action to get to where they want to go.

In response to this, the County of Los Angeles Probation Department has implemented the **Los Angeles Risk and Resiliency Checkup (LARRC)** as the Department's assessment tool for minors under our supervision.

The LARRC is a researched based assessment tool that measures risk and protective factors in order to obtain a resiliency score which will aid in the determination of the level, type and intensity of services that we refer minors under our supervision.

Research has consistently shown that the most predictive indicator of future criminal behavior is the combination of *both* risk and protective factors or strengths. These factors are combined to determine the resiliency score for a minor. This score can be used to determine the intensity of intervention (**Risk Principle**), as well as to identify a minor's greatest criminogenic need to be addressed in the case plan (**Need Principle**). Staff members are also being trained to consider the individual characteristics of the minor that will impact the success of an intervention (**Responsivity Principle**) in order to make the most appropriate referral with the greatest likelihood of success.

The following shows the 9 targeted domains wherein in the minor's criminogenic needs are assessed for risk and resiliency.

#### **Measured Domains:**

All domains are measured by assessing both protective (resiliency) and risk factors for each domain.

Delinquent Behavior, Affiliations and Orientation:

<b>Protective Factors</b>	<b>Risk Factors</b>
Community Support / Reinforcement	Prior Arrests
Pro-social Adult Relations	Significant Neighborhood Crime
Extensive Structured Activities	Crimes Committed While Under the Influence of Drugs or Alcohol
Faith Community Participation	Assaultive Behavior
Community Organization Participation	Delinquent Orientation

Substance Use:

Protective Factors	Risk Factors
Parents Model Healthy Moderation	Pattern of Alcohol Abuse
Effectively Manages Peer Pressure	Used Mood Altering Substance Other Than Alcohol
Youth is Free of Distressing Habits	Used Substances Frequently
Youth Manages Stress Well	Substance Use Interferes w/ Daily Function
Positive Self-Concept	Early Onset Substance Use

Family Interactions:

Protective Factors	Risk Factors
Communicates with Family	Poor Parental Relations
Constructive Use of Time at Home	Parental Supervision Deficiencies
Family Activities	Chaotic Family
Family Support	Parental Criminality/Substance Use
Unconditional Regard From Parent(s)	Runaway History

Academic Engagement:

Protective Factors	Risk Factors
School Engagement/Bonds	Poor Academic Achievement
Exhibits with Academic Achiever(s)	Pattern of Truancy Past Semester
Positive Interaction with Teacher(s)	Pattern of Suspension/Expelled
Educational Aspirations	Disruptive Classroom/School Behavior
Caring/Supportive School Climate	Presently Not in an Educational Program

Interpersonal Skills & Social Isolation:

Protective Factors	Risk Factors
Pro-social Peer Relations	Socially Isolated
Has at Least One Person to Confide With	Has Very Few Pro-social Acquaintances
Values Dignity/Rights of Others	Has Gang Affiliation/Associations
Ability to Make Pro-social Friends	Has Delinquent Friends
Ability to Communicate Disagreements	No Meaningful Relations with Adult(s)

Self-Regulation:

Protective Factors	Risk Factors
Values Honesty/Integrity	No Pro Social Interests (includes employment)
Self-Control	Supportive of Delinquency
Self-Efficacy in ProSocial Relationships	Anger Management Issues
Problem-Solving Skills	Sensation Seeking
Plans, Organizes and Completes Tasks	Manipulative/Deceitful

## **LINKAGE SERVICES**

Linkage Services is an interdepartmental service coordination partnership between the Department of Children and Family Services (DCFS) and the Department of Public Social Services (DPSS) to address common barriers that limit parents' ability to parent and their ability to work. Families that meet certain eligibility requirements may be eligible for some or all of the following programs/services:

1. **CalFresh**: (formerly known as Food Stamps) was established to improve the nutrition of people in low-income households. It does that by increasing their food-buying power, so they are able to purchase the amount of food their household needs. CalFresh benefits issued via an Electronic Benefit Transfer (EBT) card are used instead of money at the grocery store.
2. **California Work Opportunity and Responsibilities to Kids (CalWORKs)**: A time-limited program that provides financial assistance to eligible needy families **with** (or expecting) **children** to help pay for housing, food, utilities, clothing, medical care, and other necessary expenses. Generally, families are eligible to receive cash aid and services when:
  - The **eligible** children are deprived of parental support or care due to:
    - Death;
    - Incapacity;
    - Unemployment/underemployment; or
    - Continued absence of one or both parents.
  - A needy or non-needy caretaker provides care for foster children.

The program also provides assistance with the following types of services:

- Homeless Assistance;
- Cal-Learn, a teen parent program;
  - Welfare-to-Work services by participating in the Greater Avenues for Independence (GAIN) program which provides the following types of assistance:
- Job preparation and work opportunities;
- Child care; and
  - Specialized supportive services such as Intimate Partner Violence, treatment for mental health and Substance Use disorders, and Family Preservation Program/GAIN Service Coordination.

Receiving many of the above services enables parents receiving CalWORKs assistance to become self-sufficient.

3. **Greater Avenues for Independence (GAIN)**: provides employment focused services to CalWORKs participants to help them prepare for and find employment. Employment services include employment workshops, supervised job search, vocational assessment and training, remedial education and work experience. Post-Employment Services are also available to full-time employed participants to assist them in retaining employment, provide them with continued education and/or skills upgrade and help them move toward economic self-sufficiency. Additionally, participants are assisted with supportive services as follows:
  - a) Ancillary/Work-Related Expenses
  - b) Transportation Expenses
  - c) Child Care Expenses
  - d) Specialized Supportive Services: Intimate Partner Violence, Mental Health, Substance Use Disorder

GAIN services also include Family Preservation (FP)/GAIN Service Coordination and Family Reunification (FR)/GAIN Service Coordination services. FP/GAIN Service Coordination involves the integration of DPSS expertise into DCFS' FP Multi-Disciplinary Case Planning committee meetings. FR/GAIN Service Coordination applies when DCFS parents on CalWORKs at the time their children are removed from the home and who have a DCFS FR Case Plan; the parents can continue to receive services through GAIN (but not cash aid).

4. **General Relief (GR):** a program that provides temporary financial assistance to needy adults who are ineligible for State or Federal Assistance. Emancipated foster youth or a parent from whom all children have been removed could also qualify for GR.
5. **General Relief Opportunities for Work (GROW):** provides employment and training services to assist employable GR participants to obtain employment and achieve economic self-sufficiency. GROW services mirrors services provided through GAIN.
6. **Health Care:** Free and low-cost health care programs and services that are available to qualifying low-income residents of Los Angeles County. Comprehensive preventive care services, primary and specialty care, medical office visits, vision and dental care, mental health services, hospitalization and prescription medicines are available.

**Department of Public Social Services (DPSS)** - County of Los Angeles, Department of Public Social Services. DPSS serves an ethnically and culturally diverse community through programs designed to both alleviate hardship and promote health, personal responsibility, and economic independence. The Department provides the following benefits and services to low-income residents of Los Angeles County:

- Temporary financial assistance and employment services for families and individuals.
- Free and low-cost health care insurance for families with children, pregnant women and aged/blind/disabled adults;
- Food benefits for families and individuals;
- In-home services for elderly and disabled individuals; and
- Financial assistance and advocacy for federal disability benefits for disabled individuals.

These services are provided locally throughout the many communities that comprise Los Angeles County.

**DCFS/DPSS Linkages Partnership FP Program Activities** - may be counted towards a CalWORKs/GAIN participant's Welfare-to-Work (WtW) participation requirement. Additionally, while participating in acceptable WtW FP Program activities, a GAIN participant may be eligible to receive supportive services such as child care, transportation and Specialized Supportive Services such as mental health, substance use disorder and intimate partner violence assessment and treatment services. These activities are sometimes a part of the DCFS Case Plan.

**Family Centered Services (FCS) System (aka: Family Preservation System) – Linkages Enhancements** - The FP referral process and coordination of the Multidisciplinary Case Planning Committee (MCPC) meetings for FP Linkages families is automated utilizing DCFS' FCS web-based system. This has allowed the process to move from a manual to an automated process.

**Note:** The following partners are to secure access to the FCS – Linkages Enhancements Section of the FCS System. These include, but are not limited to DPSS FP Liaisons, GAIN Services Supervisors (GSS), FP GAIN Services Workers GSWs), DPSS Managers over FP (on DPSS side), FP community contracted lead agencies and their subcontractors (whomever has responsibility [lead and subcontractor] to enter online information, e.g., FP agency liaison responsible for scheduling MCPCs), DCFS Community Based Liaisons (CBLs), CBLs Support Staff and/or CBL Designees.

## 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.

**Alcohol and Substance Use Treatment** - rehabilitation services for persons habituated to the use of alcohol and/or drugs, including inpatient, residential, or outpatient treatment services.

**Assessor** - individual holding a clinical license in the field of family and marriage counseling, social work or psychology or a master's intern under the supervision of someone who holds the license providing assessment services for FP Assessment Service. The Assessor's function is to conduct an assessment of adults/caregivers utilizing a COUNTY approved assessment tool in the area of Intimate Partner Violence, Mental Health and Substance Use disorders and how these factors may impact the adult/caregiver's ability to parent.

**Assistant Regional Administrator (ARA)** - the COUNTY's manager, who reports to the Regional Administrator, in the specific geographic area(s) where Contract services are performed. The ARA is the director report to the Supervising Children's Social Workers within a given DCFS office.

**Auxiliary Funds** - COUNTY allocated funds dedicated for items that will assist in meeting the concrete needs of the family which may reduce the risk of abuse and neglect of the children.

**Case Management Services** - include assessment of family needs, development of the individualized prevention plan for each case plan participant, and linkage to services provided by Subcontractor(s) and other community resources, as necessary. Case management also includes follow up services (see follow up services for definition). All Case management services shall be documented in the client case record.

**Case Plan** - 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. (See also MCPC)

**Case Record** - exhibits, reports, and all documents relating to all program services for the child and/or the family in the case file. All documentation of case activities will first be entered into the FAF. Hard copies of documentation entered will need to be included in the case record.

**Child Abuse** - 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 Adolescent Needs and Strengths (CANS) Assessment** - Pursuant to the Continuum of Care Reform (CCR), county child welfare agencies are implementing the California Integrated Practice Child and Adolescent Needs and Strengths (CANS) Assessment tool. The CANS is a multi-purpose tool that supports decision-making, including level of care and service planning, which allows for the monitoring and outcome of services. When used as part of the CFT process, the CANS Assessment can help guide conversations among CFT members about the well-being of

children and youth, identify their strengths and needs, inform and support care coordination, aid in case planning activities, and inform decisions about placement.

**Child and Family Team (CFT)** - a group of individuals who are important supporters of a child's best interests and/or decision-making 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.

**Children's Social Worker (CSW)** - a COUNTY employee who performs a wide variety of professional social casework or related child welfare service duties.

**Clinical Supervisor** - CONTRACTOR's supervisor 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. The Clinical Supervisor shall also have a minimum of two years of experience, during the last five years providing direct client services similar to the services listed in this SOW. The Clinical Supervisor is responsible for overseeing the initiation, development and implementation of the MCPC Plan and is expected to provide guidance, direction and training to the CONTRACTOR's staff of all clinically relevant issues pertaining to the families they serve.

**Collaborative** - 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 Advisory Council (CAC)** - 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)** - a network of contracted alcohol and other drug treatment agencies.

**Community-Based Liaison (CBL)** - a DCFS regional office designated staff person responsible for receiving and processing program referrals from social work staff to the CONTRACTOR Program Manager case management staff.

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

**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.

**Coordinated Service Action Team (CSAT)** - The CSAT was created to accomplish the following: ensure the consistent, effective, and timely screening and assessment of mental health needs across all populations of children served by DCFS; coordinate staff who currently link children to services within and across offices; and to systematically review capacity, access and utilization to current and future services.

**Deaf/Interpretive Services** - those services specifically designed for the translation of a particular language.

**Department of Public Social Services (DPSS)** - County of Los Angeles, Department of Public Social Services.

**Discretionary Funds** - A maximum of 5% of the CONTRACTOR's total fiscal year allocation used at the CONTRACTOR's discretion to meet the needs of the family and in so doing, reduce the risk of abuse and neglect to the children in the home or assist in the return of children to their caregivers. CONTRACTOR may not use more than \$2,500 per item/event/service without prior approval from the COUNTY Program Manager.



**Disposition** - the final determination of the child abuse/neglect investigation completed by the ERCP or regional CSWs. Dispositions can either be unfounded, inconclusive or substantiated.

**Unfounded**: child abuse allegation determined by the ER/ERCP CSW conducting the investigation to be false, inherently improbable, to involve an accidental injury, or not constituting child abuse or neglect as defined in Section 11165.6.

**Inconclusive**: child abuse allegation determined by the ER/ERCP CSW conducting the investigation not to be unfounded, but the findings are inconclusive and there is insufficient evidence to determine whether child abuse or neglect, as defined in Section 11165.6, has occurred.

**Substantiated**: child abuse allegation determined by the ER/ERCP CSW conducting the investigation to constitute child abuse or neglect, as defined in Section 11165.6, based upon evidence that makes it more likely than not that child abuse or neglect, as defined, occurred.

**Disproportionality** - The ratio of the percent of persons of a certain race or ethnicity in a target population (e.g., children who are substantiated for maltreatment) to the percentage of persons of the same group in a reference (or base) population. The reference population can refer to the overall population (unconditional), such as the County of Los Angeles, or the population who experiences a specific decision point (conditional), such as the Child Welfare System. It is argued that disproportionality is a function of disparities (unequal treatment when comparing a racial or ethnic minority to a non-minority), particularly in the entries and exits of children in the child protection and child welfare system (Excerpts taken from <http://cssp.org>).

**DMH Family Preservation Liaison** - The Family Preservation (FP) Liaison, as a representative of the Department of Mental Health (DMH), collaborates with FP Lead Agencies, DMH FP Mental Health Providers, DCFS and Probation. The FP Liaison helps to ensure that the mental health needs of the families are addressed by assisting with evaluating the family's overall appropriateness for the Family Preservation Program, assessing for mental health needs and its implications for the family's ability to successfully utilize the variety of FP services. The FP Liaison can help the family identify issues, overcome resistance and promote the family's willingness to participate in mental health services.

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

**Emotional Abuse** - 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** - 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** - forcing or coercing a child into performing functions, which are beyond their capabilities or capacities, or into illegal or degrading acts (See Sexual Abuse).

**Family** - 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 Assessment Form (FAF) Assessment Tool** - a standardized assessment tool, as part of the FAF, to be completed by the CONTRACTOR every MCPC meeting to measure the change of family functioning and ensure the development of individualized case plans throughout the life of the case. More information can be obtained at: <http://familyassessmentform.com>.

**Family Maintenance (FM)** - should be considered before making the decision to remove child(ren) from their family. FM supportive services for families help children remain in their own home, reduce the unnecessary use of congregate care, and build the capacity of communities to support children and families. FM services are available for court cases and voluntary cases. The law enables states and territories to use funds for prevention services, including but not limited to the following: (1) Evidence-based mental health programs; (2) Substance use prevention and treatment; (3) In-home parent skill-based programs; (4) Kinship navigator programs; (5) Case Management; (6) Emergency shelter care for the family; (7) Respite care; (8) Therapeutic day services; (9) Teaching and demonstrating homemakers; (10) Parent training ; and (11) Transportation.

**Family Preservation (FP)** - assessment and intervention 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.

**FP Program Monitor (FPM)** - under the supervision of the CPM, the FP Program Monitor will review CONTRACTOR's billing, budgets and other documentations submitted by the CONTRACTOR. FPMs conduct technical reviews, review and follow up on QAPs, CAPs and compliance issues related to the CONTRACTORS. FPMs will also be the go between the CONTRACTOR, CPM and the regional office as applicable and necessary to assist in the smooth delivery of services.

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

**Fiscal Year** - the COUNTY's twelve (12) month period of time beginning July 1st and ending the following June 30th.

**Follow-Up Services** - the CONTRACTOR's responsibility to ensure that CONTRACTOR's referrals to Subcontractor(s) and/or other community resources are providing the appropriate and timely services and supports to families.

**Health Insurance Portability Accountability Act (HIPAA)** - Passed in 2003, the Health Insurance Portability and Accountability Act (HIPAA) is designed to give patients more control over their health information, set boundaries on the use and disclosure of health information, institute safeguards to protect privacy of health information, create accountability, civil and criminal penalties, and establish a balance between individual privacy and the public good. In cases where the law of California is more restrictive than HIPAA, the State law must be followed. Conversely, if HIPAA is more restrictive than State law, then HIPAA must be followed unless there is a legal exception.

**Indigent Population** - impoverished, homeless and/or needy persons and do not normally qualify for traditional funding sources such as Medi-Cal.

**Lead Agency** – the agency who has a Contract with the COUNTY to provide Family Preservation services.

**Licensed Clinical Social Worker (LCSW)** - 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)** - 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** - 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 within the SPA community or geographic area served.

**Mentor** - 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. A Mentor shall be a Case Aide who also has, at minimum, a high school diploma and two years experience working with at-risk youth.

**Multidisciplinary Case Planning Committee (MCPC) Prevention Plan Agreement** - a prevention 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.

**Neglect** - 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: general and severe neglect.

**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.

**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 their person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care.

**Normal Business Hours** - as outlined below:

**FP Up-Front Assessment**

Monday through Friday, 8:00 a.m. to 8:00 p.m. Saturday **OR**

Sunday, 9:00 a.m. to 1:00 p.m.

**FP Up-Front Assessment – Emergency Response Command Post**

Monday through Friday, 5:00 p.m. to 9:00 a.m.

Saturday, Sunday, and COUNTY approved holidays, 24 hours

FP Intervention Services

Monday through Friday, 8:00 a.m. to 8:00 p.m. Saturday **OR**

Sunday, 9:00 a.m. to 1:00 p.m.

**Outcomes** - the results for children and families that the CONTRACTOR is expected to accomplish.

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

**Passenger Van** - 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).

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

**Physical Abuse** - 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").

**Promoting Safe and Stable Families (PSSF)** - 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.

**Prospective Authorization & Utilization Review (PAUR) Unit** - Los Angeles County, Probation Department established this unit to assist in the decision making process to match youth and families with appropriate services, improving consistency in service utilization, as referrals to services will be pre-approved, based on whether or not a youth and family meet the specified focus for each service. This unit is responsible for reviewing the use of each of these services at designated intervals to ensure that there is a systematic approach to the rationale that allows for extended services that may be required to obtain desired outcomes on a case-by-case basis. This will improve Probation's ability to strategically manage available resources and maximize fiscal resources.

**Protective Factors** - 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. The five protective factors are (a) parental resilience, (b) social connections, (c) knowledge of parenting and child development, (d) concrete support in times of need, and (e) social and emotional competence of children (Brown, 2014).

**Protective Factors Framework** - a prevention partnership that brings new resources and capacities to other child and family serving sectors. At the foundation of the Strengthening Families approach are five interrelated protective factors that studies show are related to a decreased likelihood of child abuse and neglect, as well as to the promotion of family strengths and optimal child development (Brown, 2014).

**Quality Services Review (QSR)** - 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 Integrated Core Practice Model of: engagement, child and family team formation, ongoing assessment and understanding, planning, implementation, and tracking and adaptation.

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

**Regional Office** – a designated office within DCFS service areas. There are 18 offices throughout the County of Los Angeles for the purpose of managing the delivery of COUNTY Services.

**Roundtable** - 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)** - 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.

**Sexual Abuse** - 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).

**Steering Committee** -The Family Preservation Steering Committee is formed with the purpose of supporting communication and strengthening the link between DCSF and Family Preservation Program CONTRACTORS. It is anticipated that the Steering Committee will enhance organization and quality of program, allow for timely decision making, and reinforce inclusion of CONTRACTOR perspective in the decision making process.

**Structured Decision Making (SDM) Tools** - comes in two tools, one for safety and one for risk. SDM safety tool assesses the child's present danger and the interventions currently needed to protect the child. SDM risk assesses whether any children are likely to be in immediate danger of serious harm/maltreatment and determines what interventions should be initiated or maintained to provide appropriate protection.

**Substantiated** - based upon credible evidence, to constitute child abuse or neglect, as defined in Section 11164.6 of the Penal Code.

**Supervising Children's Social Worker (SCSW)** - a COUNTY employee who supervises a staff of Children's Social Workers providing casework services to children.

**Task Force Meeting** - 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.

**Technical Review** - a COUNTY evaluation, typically completed on-site, of a CONTRACTOR's compliance to the Contract elements and deliverables defined in the approved SCSF Contract between CONTRACTOR and COUNTY.

**Therapeutic Day Treatment (TDT)** - 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.

**Underlying Need** - Refers to the emotional and psychological unmet need, most likely to be unconscious for the individual, that leads to or to be a cause of their behaviors. The correct identification of underlying needs to the families of the Department and Probation Youths often requires a service provider with knowledge of the impact of trauma, effects of child abuse and neglect, cultural knowledge and sensitivity to individual differences. Targeting treatment and services to the cause of a behavior instead of the behavior itself produces better outcomes.

**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 their person or health is endangered.

CENTER FOR THE STUDY  
OF SOCIAL POLICIES**strengthening families**  
A PROTECTIVE FACTORS FRAMEWORK

## ABOUT STRENGTHENING FAMILIES™ AND THE PROTECTIVE FACTORS FRAMEWORK

Strengthening Families™ is a research-informed approach to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs and communities in building five key protective factors:

**Parental resilience:** Managing stress and functioning well when faced with challenges, adversity and trauma

**Social connections:** Positive relationships that provide emotional, informational, instrumental and spiritual support

**Knowledge of parenting and child development:** Understanding child development and parenting strategies that support physical, cognitive, language, social and emotional development

**Concrete support in times of need:** Access to concrete support and services that address a family's needs and help minimize stress caused by challenges

**Social and emotional competence of children:** Family and child interactions that help children develop the ability to communicate clearly, recognize and regulate their emotions and establish and maintain relationships

At its heart, Strengthening Families is about how families are supported to build key protective factors that enable children to thrive. The five protective factors at the foundation of Strengthening Families also offer a framework for changes at the systems, policy and practice level – locally, statewide and nationally.

Using the Strengthening Families framework, more than 30 states are shifting policy and practice to help programs and providers working with children and families to take everyday actions that support parents to build their protective factors. States apply the Strengthening Families approach in early childhood, child welfare, child abuse prevention and other child and family serving systems.

The "Pathway to Improved Outcomes for Children and Families" on the next page articulates the core functions of Strengthening Families implementation which drive changes in program and worker practice to support families to build protective factors and improve outcomes. The lower graphic shows the everyday actions that can help families build each of the protective factors.

### What is the Protective Factors Framework?

Protective factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and healthy development. Most often, we see them as attributes that help families to successfully navigate difficult situations.

A protective factors framework is an organized set of strengths-based ideas that are used to guide programs, services, supports and interventions aimed at preventing child maltreatment and promoting healthy outcomes.

The Strengthening Families Protective Factors Framework from the Center for the Study of Social Policy distills extensive research in child and family development into a core set of five protective factors that everyone can understand and recognize in their own lives.

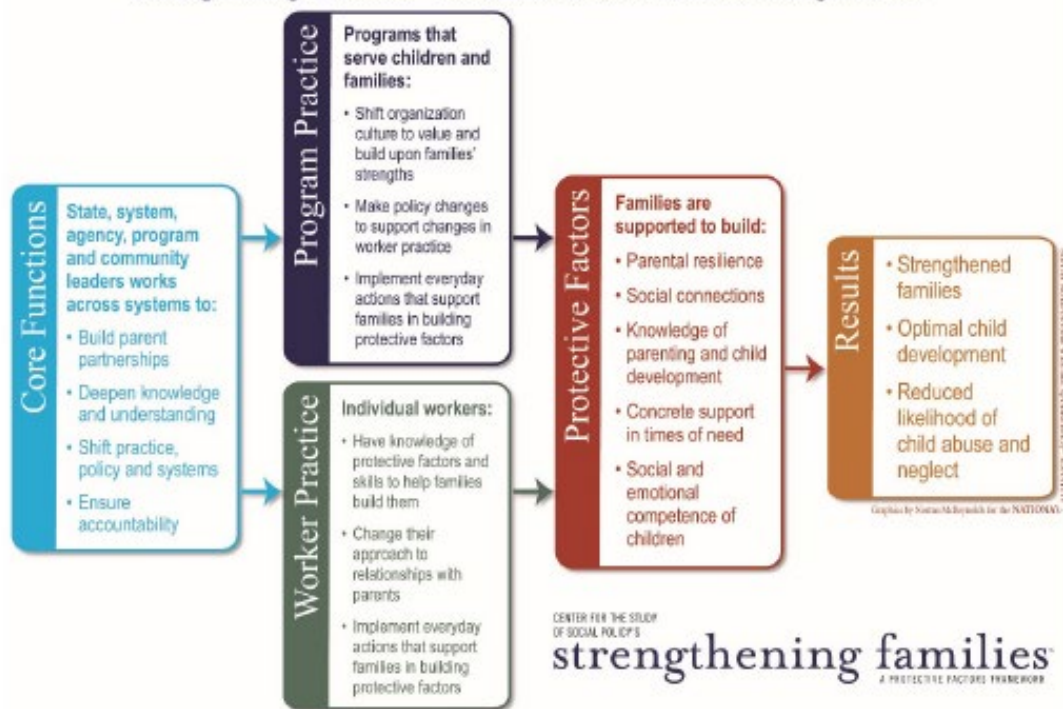
For more information, visit  
[www.strengtheningfamilies.net](http://www.strengtheningfamilies.net).



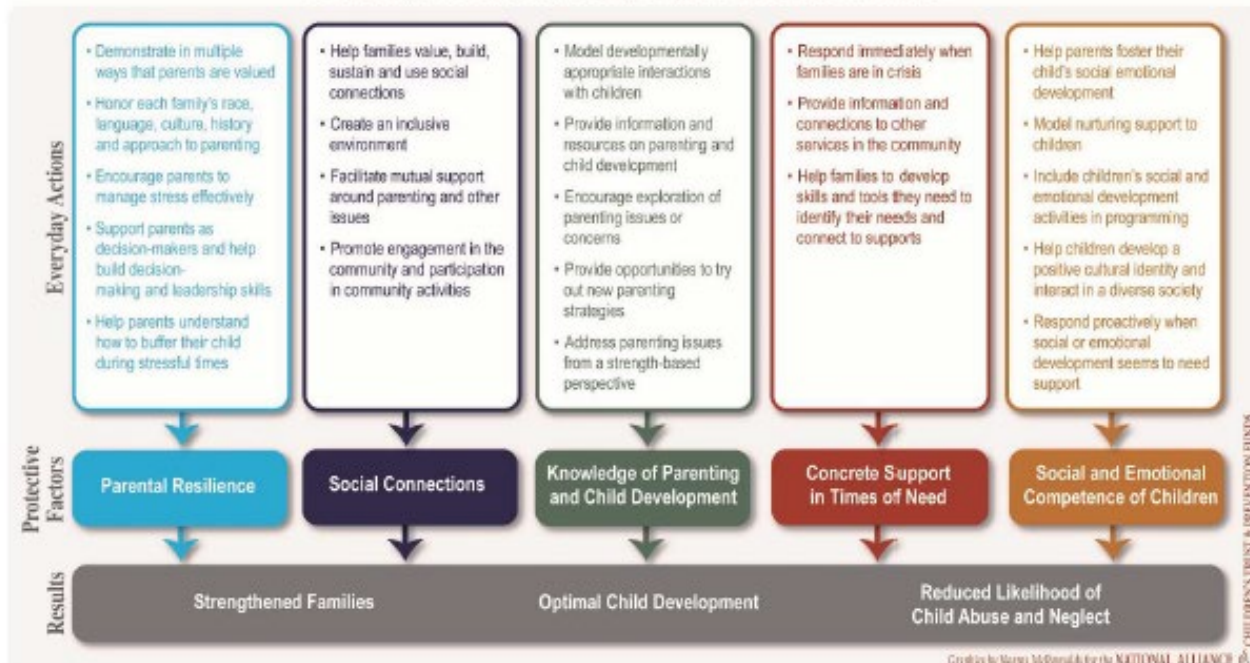
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**strengthening families**  
A PROTECTIVE FACTORS FRAMEWORK

## The Pathway to Improved Outcomes for Children and Families Strengthening Families™ Protective Factors Framework Logic Model



## Everyday Actions That Help Build Protective Factors





Case Name (Mother's Name): \_\_\_\_\_  
 Clients to be Assessed: \_\_\_\_\_  
 DCFS Office: \_\_\_\_\_  
 CSW Name & Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 FP UFA Referral Number: \_\_\_\_\_  
 FP UFA Start Date/Time: \_\_\_\_\_  
 Date & Time Completed Report sent to DCFS: \_\_\_\_\_  
 Assessor's Name: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

- ✓ Contact DCFS Designee (CBL or CSW) immediately upon receipt of fax/secure email, but no later than one hour for ERCP and Regional referrals.
- ✓ Contact family within 1 hour of agency assignment on ERCP and within 24 hours for Regional.
- ✓ Contact CSW within one (1) hour on ERCP assessments and (4) four hours on Regional assessments of meeting client to provide verbal initial impression.
- ✓ Fax/secure email the signed completed report within one (1) business day on ERCP assessments and three (3) business days on Regional assessments of completing the assessment with client.

[illegible]

**Supervision Record**

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

☐ **Group** (2 hours weekly) ☐ **Individual** (1 hour weekly)

Employee(s): \_\_\_\_\_

CLINICAL	REFLECTIVE/PROTECTIVE FACTORS	ADMINISTRATIVE
<input type="checkbox"/> Assessment <input type="checkbox"/> Authentic Communication <input type="checkbox"/> CBT Skills <input type="checkbox"/> Communicating with Families <input type="checkbox"/> Cultural Humility <input type="checkbox"/> Ethical & Legal <input type="checkbox"/> Flexibility <input type="checkbox"/> Group Work <input type="checkbox"/> Issues & Boundaries <input type="checkbox"/> Motivational Interviewing <input type="checkbox"/> Relationship Building <input type="checkbox"/> Responsiveness <input type="checkbox"/> Safety <input type="checkbox"/> Stages of Change <input type="checkbox"/> Transition/Discharge Planning <input type="checkbox"/> Trauma Counseling <input type="checkbox"/> Other _____	<b>REFLECTIVE FACTORS</b> <input type="checkbox"/> Analyzing of the Event <input type="checkbox"/> Decision on actions to follow <input type="checkbox"/> Description of the Event <input type="checkbox"/> Proposed Actions <input type="checkbox"/> Reflection <input type="checkbox"/> The Experience <input type="checkbox"/> Other _____  <b>PROTECTIVE FACTORS</b> <input type="checkbox"/> Knowledge of Parenting & Child Development <input type="checkbox"/> Parental Resilience <input type="checkbox"/> Social Connections <input type="checkbox"/> Social & Emotional Competence of Children <input type="checkbox"/> Support in Times of Need <input type="checkbox"/> Other _____	<input type="checkbox"/> Admissions <input type="checkbox"/> Agency Policy <input type="checkbox"/> Chart Reviews <input type="checkbox"/> Communication <input type="checkbox"/> Customer Service <input type="checkbox"/> Documentation <input type="checkbox"/> Facilities <input type="checkbox"/> Finance/Billing <input type="checkbox"/> HR Administration <input type="checkbox"/> Incident Report <input type="checkbox"/> Levels of Care <input type="checkbox"/> On-Call Procedures <input type="checkbox"/> Scheduling/PTO/Coverage <input type="checkbox"/> Technology <input type="checkbox"/> Time Management <input type="checkbox"/> Other _____

**Discussion/Recommendations:**


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**Follow-Up Items/Target Dates:**


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Supervisor Signature: \_\_\_\_\_

FAMILY PRESERVATION PRICING SCHEDULE

Base Rate (Case Management which includes, but is not limited to conducting assessments, four IHOC visits, indirect costs, clinical supervision, and MCPC)	Rates	Unit
ARS, FP/FRS, FP and Probation	\$ 1,768	monthly
Probation TDT Services	\$ 1,728	monthly
<b>SUPPLEMENTAL SERVICES</b>		
In-Home Outreach Counseling (Professional with license)	\$ 118	hourly
In-Home Outreach Counseling (MA/MSW under licensed supervision)	\$ 101	hourly
In-Home Outreach Counseling (BA)	\$ 84	hourly
Parenting Training/Fatherhood Program	\$ 34	hourly per person
Child Focus Activities	\$ 42	hourly per person
Substitute Adult Role Model	\$ 34	hourly per family
Teaching and Demonstrating	\$ 59	hourly
Parent/Child Visitation (only FR Families)	\$ 59	hourly
Cultural Broker	\$ 59	hourly
Transportation	\$ 59	hourly
Child Follow Up Visit	\$ 34	hourly per family
Emergency Housing	\$ 84	up to \$72/night
Child and Family Team Meeting (3 hours max)	\$ 84	hourly
<b>COUNSELING (excludes Court Approved Substance Abuse Treatment and DV/Anger Management)</b>		
Counseling - Individual	\$ 101	hourly per person
Counseling - Family/Couples	\$ 101	hourly per session
Counseling - Group	\$ 35	hourly per person
<b>DOMESTIC VIOLENCE &amp; ANGER MANAGEMENT</b>		
DV Assessment	\$ 101	hourly
DV Treatment - Individual	\$ 101	hourly
DV - Group	\$ 35	hourly
<b>SUBSTANCE ABUSE (COURT APPROVED)</b>		
Substance Abuse Assessment	\$ 101	hourly
Substance Abuse Treatment - Individual Counseling	\$ 101	hourly
Substance Abuse Treatment - Group Counseling	\$ 35	hourly
<b>FAMILY PRESERVATION UP-FRONT ASSESSMENT</b>		
<b>REGIONAL</b>		
<b>EDUCATIONAL LEVEL OF ASSESSOR</b>		
Masters	\$ 101	hourly
Licensed	\$ 118	hourly
Child and Family Team Meeting (3 hours max)	\$ 118	hourly
<b>COMMAND POST</b>		
<b>EDUCATIONAL LEVEL OF ASSESSOR</b>		
Masters	\$ 185	hourly
Licensed	\$ 252	hourly
<b>ERCP FP/UFA SUPPLEMENTAL SERVICES</b>		
In-Home Outreach Counseling	\$ 151	hourly
Teaching and Demonstrating	\$ 67	hourly
Child and Family Team Meeting (3 hours max)	\$ 118	hourly
Emergency Fund Request	\$ 700	one time fee

***LINE ITEM BUDGET AND BUDGET NARRATIVE***

**COUNTY'S ADMINISTRATION**

CONTRACT NO.

**COUNTY'S PROGRAM DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**COUNTY'S CONTRACT ANALYST:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**COUNTY'S PROGRAM MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**COUNTY'S PROGRAM MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME:

CONTRACT NO.

**CONTRACTOR'S PROGRAM MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**NOTICES TO CONTRACTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

### **NON-IT CONTRACTS**

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

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

*The purpose of the handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations that contract with Los Angeles County.*

**Revision: June 2021**

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations (CONTRACTOR) that 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, preclude the use of more sophisticated methods, or supersede any laws or requirements imposed by the applicable funding sources (i.e., federal and State agencies) that may be more restrictive and/or stringent. 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) 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 accrual or cash basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

#### 1.1 Accrual Basis

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

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

### 1.2 Cash Basis

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.

### 1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

### 2.0 Accounting System

Each CONTRACTOR must 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 A.2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR must maintain separate cost centers, which clearly identify funds received and expended on services provided under the COUNTY Agreement.

### 2.1 General Journal

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

Example:

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

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

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



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

### 2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

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

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

Note (2) Entries in the description column must clearly 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 reimbursements, travel reimbursements, and petty cash fund 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. Canceled checks and credit card statements (VISA, AMEX, department store, etc.) alone will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on documentation requirements.

### **2.4 General Ledger**

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

### **2.5 Chart of Accounts**

A Chart of Accounts must be maintained:

- The COUNTY recommends that CONTRACTORS use the same expenditure 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 expenditures for travel shall be posted to the account titled "travel" and not intermixed with other expenditure 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
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or 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), 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 to properly classify employees and independent contractors.

### **2.7 Invoices/Billings**

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

### **3.0 Records**

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of 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 CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

### **3.1 Retention**

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### **3.2 Encryption**

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

### **3.3 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 and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

***Electronic documentation is permitted when the source documentation originated electronically. 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. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).***

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

#### **Payroll**

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- 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 Files**

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

### **Contracted/Consultant Services**

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

### **Travel**

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

### **Vehicle Expenditures**

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
  - Trip dates
  - Origin and destination addresses of the trip
  - Purpose of the trip and how it relates to the Agreement services
  - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
  - Date and time of travel
  - Origin and destination addresses of the trip and the resulting mileage
  - Purpose of the trip and how it relates to the Agreement services
  - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
  - Parking and toll charges reimbursed
  - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

### Operating Expenditures (e.g., utilities, office supplies, equipment rentals)

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.

### Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

### Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that 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 expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

### 3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

CONTRACTOR must not make payments to affiliated organizations or persons for program expenditures (e.g., salaries, services, rent) that exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for such expenditures. 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 (i.e., corporation, partnership, parent company, subsidiary organization, association) 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 lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

### **3.5 Filing**

All relevant supporting documentation for reported revenues and program expenditures must 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

### **3.6 Referencing**

Accounting transactions posted to the CONTRACTOR'S books must 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 cross-referenced to the check issued for payment.

### **4.0 Donations and Other Sources of Revenue**

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) 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 three 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 upon request at a location within or near 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**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

### **7.0    Subcontracts**

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

CONTRACTOR must provide COUNTY with copies of all executed subcontracts and must 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.

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

### **B. INTERNAL CONTROLS**

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all 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 must 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 in the accounting records through the use of cost centers or separate accounts.

##### **1.2 Manual 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 or as soon as reasonably possible.

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.

Deposit slips shall be retained in an organized manner, 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 deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

### **1.3 Separation of Duties**

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

### **1.4 Bank Reconciliations**

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

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

## **2.0 Disbursements**

### **2.1 General**

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

Blank check stock must 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" or withdrawals of 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. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) 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 must 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**

***Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. In the event that 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.

**The petty cash fund must be maintained on an imprest (fixed) basis.** A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

### **2.4 Credit Cards**

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.

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

All credit card disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements alone 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 the total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs. ***Time estimates alone do not qualify as support for payroll expenditures and will be disallowed upon audit.***

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time 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, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

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)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)

- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

### **Benefit Balances**

Employee benefit balances (e.g., sick time, vacation, personal time) 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 Incentive Compensation**

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

### **3.4 Limitations on Positions and Salaries**

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

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

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

### **3.5 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, must be approved in writing by authorized persons independent of payroll responsibilities.

### **4.0 Capital Assets**

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment. All other assets with an acquisition cost of \$5,000 or more shall be capitalized.

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

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

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

### **4.1 Acquisition**

As specified in the contract, CONTRACTOR must 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 contract.

### **4.2 Non-Capital Asset Equipment**

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but 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, fax machines, and other portable assets).

### **4.3 Asset Identification and Inventory**

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

Each CONTRACTOR must 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 must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.



### **4.4 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 governmental agencies
  - Buildings and equipment 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.

### **4.5 Rental Costs of Buildings and Equipment**

Rental costs are 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. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- 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. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

### **4.6 Security**

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

### **4.7 Property Management**

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

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain 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), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR’S funds (e.g., prepare checks) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

## **C. COST PRINCIPLES**

### **1.0 Policy**

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance 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 expenditures.

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

### **1.2 Expenditures Incurred Outside the Agreement Period**

Expenditures 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 expenditures 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**

Expenditures must not exceed the maximum limits in the contract budget.

### **1.4 Unspent Program Funds**

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

### **1.5 Necessary, Proper and Reasonable**

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

### **2.0 Allocable Expenditures**

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

Under no circumstances shall allocated expenditures be charged to an extent greater than 100% of actual expenditures or the same expenditure 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.

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 expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

Shared 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 shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for 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 shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

### 2.3 Acceptable Indirect Cost Allocation Methods

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

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

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

#### 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 expenditures are treated as direct costs. Shared costs, such as depreciation, facility and equipment rentals, facilities maintenance, telephone, and other similar expenditures, 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 expenditures, 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.

### **Negotiated Indirect Cost Rates**

CONTRACTORS 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 with the largest dollar value of Federal awards funded 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 must submit a copy of the approval letter to COUNTY upon request.

### **De Minimis Rate**

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

### **2.4 Indirect Cost Limitations**

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

### **2.5 Cost Allocation Plan**

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting
  - Fiscal year
  - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
  - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
2. Identify the CONTRACTOR'S direct, shared, 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.

## **D. UNALLOWABLE COSTS**

The Uniform Guidance addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., including, but not limited to, NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest (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 the Nonprofit within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the



organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

### **2.0 Oversight Mechanisms**

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

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

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

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

### **3.0 Oversight Committees**

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

### **Nominating Committee**

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

### **Compensation and Benefits Committee**

The Board shall establish a Compensation and Employee Benefits Committee composed entirely of independent directors to establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and 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 CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- 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 must 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 must 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.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles  
Department of Auditor-Controller  
Office of County Investigations,  
500 W. Temple Street, Suite 514  
Los Angeles, CA 90012

**Agency Name**  
**Bank and Account #**  
**For the Month Ended June 30, 202X**

<b>Balance Per Bank Statement</b>			\$ 35,000.00
Add:	Deposit(s) in Transit		\$ 4,000.00
	Bank Service Charge		
	(erroneously posted -- to be reversed next month)		\$ 20.00 [1]
Less:	Outstanding Checks		
	#100	\$ 1,000.00	
	#101	\$ 500.00	
	#102	\$ 500.00	\$ (2,000.00)
	Bank Posting Error (to be reversed next month)		\$ (120.00) [1]
<b>Adjusted Bank Balance</b>			<b><u>\$ 36,900.00</u></b>
<hr/>			
<b>Balance Per Book</b>			\$ 36,950.00
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
<b>Adjusted Book Balance</b>			<b><u>\$ 36,900.00</u></b>

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

[1] Reconciling items.

## Petty Cash Log

January 202X

Program/Location: \_\_\_\_\_

Approved Petty Cash Fund Amount: \_\_\_\_\_

Date of Transaction	Description of Transaction	Account Code	Cash Out	Amount of Transaction	Cash Received	Balance
<b>Beginning Petty Cash on Hand</b>						<b>\$ 500.00</b>
1/1/202X	Parking	XX-XXX	\$ 10.00	\$ 10.00		\$ 490.00
1/5/202X	Postage	XX-XXX	\$ 10.00	\$ 10.00		\$ 480.00
1/8/202X	Supplies (Posterboard)	XX-XXX	\$ 5.00	\$ 5.00		\$ 475.00
1/12/202X	Replenishment Check #101	XX-XXX			\$ 25.00	\$ 500.00
<b>Total</b>			<b>\$ 25.00</b>	<b>\$ 25.00</b>	<b>\$ 25.00</b>	
<b>Ending Petty Cash on Hand</b>						<b>\$ 500.00</b>

\_\_\_\_\_  
Petty Cash Custodian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Petty Cash Log Reviewer Signature

\_\_\_\_\_  
Date

## USER COMPLAINT REPORT

### SAFE CHILDREN AND STRONG FAMILIES

This form is to be used by DCFS users of (Enter Name of Program/Service Here) 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:

- ☐ (Enter Name of Program/Service Here) Contractor is not responding to messages.
- ☐ (Enter Name of Program/Service Here) Contractor is/was not available or not responding to messages.
- ☐ (Enter Name of Program/Service Here) Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by (Enter Name of Program/Service Here) Contractor.
- ☐ (Enter Name of Program/Service Here) Contractor is/or has not been submitting reports or maintaining records as required.
- ☐ (Enter Name of Program/Service Here) Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

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Rev. 11/7/23



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ 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, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ 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.

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Signature

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Date

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Name and Title of Signer (please print)

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding



items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

#### **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

#### **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

Name  
Departmental Information Security Officer  
Address  
City, State Zip

Telephone  
Email address

- b. Include the following Information in all notices:
- i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. INTENTIONALLY OMITTED**

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

**ADDENDUM A: INTENTIONALLY OMITTED**

**ADDENDUM B: INTENTIONALLY OMITTED**

**ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY**

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

**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.

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Signature

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Name (Print)

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Title

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Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.



**KIM JOHNSON**  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
 744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



**GAVIN NEWSOM**  
GOVERNOR

January 19, 2022

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

**SUBJECT: APPROVAL TO EXTEND FAMILY PRESERVATION SERVICES  
 CONTRACTS**

Dear Ms. Torres-Ibarra:

This is in response to the January 4, 2022 request of the County of Los Angeles (the "County") to extend its existing Family Preservation ("FP") services contracts for two (2) years, with an optional six (6) month period, from July 1, 2022 through June 30, 2024. The County has also requested that the subsequent contracts have a term of five (5) years. The California Department of Social Services (CDSS) has reviewed the County's letter and is approving the requests for the reasons noted below.

The County states that an extension of the FP contracts is necessary for the County to complete a Request for Proposals ("RFP") solicitation that incorporates the Family First Prevention Services Act's ("FFPSA") Evidence-Based Practice ("EBP") requirements into the Statement of Work ("SOW"). The County also states that the implementation of the FFPSA EBP requirements has delayed the RFP solicitation. An extension will allow the County the additional time necessary to thoroughly complete the proposal evaluation process and award new contracts without lapse or disruption in services.

The CDSS Manual of Policies and Procedures ("MPP"), Section 23-650.1.18 allows CDSS to approve procurement by negotiation in unique circumstances. The CDSS finds the County's request justified due to delays resulting from incorporation of the EBP requirements into the solicitation. CDSS approves the request for the County to extend the contracts for up to two years with an optional six-month period to allow the County the time to complete the proposal evaluation process without a lapse or disruption in current services.

In addition, the County has requested that FP services contracts awarded from the solicitation have a term of five years instead of three years to allow sufficient time to evaluate the proposals and implement the new contracts. Because a high number of proposals are expected, a five-year contract term saves costs and provides continuity of



services by contractors. Program managers will also have the availability of sufficient data to evaluate and improve the SOW.

While MPP 23.621.1.11 generally limits these contracts to a three-year term, Section 23-621.1.15.152 allows CDSS to consider requests for longer contract terms depending on the circumstances. CDSS has considered the impact on competition, the cost savings to the County, and program benefits. The County expects to receive more than 120 proposals, which demonstrates robust competition, and the time and cost involved in the County's solicitation process supports the longer term. Additionally, a five-year term appears to be in conformity with state and federal procurement laws and regulations. Therefore, the County's request is approved.

For comments or questions, I may be reached at 916-654-1871 or [Simone.Dumas@dss.ca.gov](mailto:Simone.Dumas@dss.ca.gov).

Sincerely,

*Simone Dumas*

Simone Dumas, Chief  
Contracts and Purchasing Bureau