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DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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June 10, 2025

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

Dear Supervisors:

REVISED: REQUEST TO APPROVE A SOLE SOURCE CONTRACT WITH CHILD CARE ALLIANCE OF LOS ANGELES FOR THE EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval of a Sole Source Contract with Child Care Alliance of Los Angeles (CCALA) for the coordination of child care services to be provided by the eight (8) Resource & Referral and three (3) Alternative Placement Program agencies in Los Angeles County as part of the Emergency Child Care (ECC) Bridge Program for Foster Children.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a contract similar to Attachment A, with CCALA. The term of the contract will be effective July 1, 2025 through June 30, 2026, with three one-year optional extensions. The Maximum Annual Contract Sum will be \$15,994,100, financed by 100 percent State General Funds, however the amount is subject to change based upon the State's allocations to the ECC Bridge Program for Foster Children.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to: extend the term; make changes to contract terms and conditions; increase or decrease the Maximum Annual Contract Sum ~~up to ten percent~~ to align with the State's annual fiscal allocation to the ECC Bridge Program, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) the Director of DCFS, or designee, notifies the Board and the Chief Executive Office (CEO), in writing, within ten business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience

or default by written notice of amendment, provided that: a) County Counsel approval is obtained; and b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten business days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The State Bridge funding for the ECC Bridge Program was developed to increase the number of foster children successfully placed in home-based family care, increase the capacity of child care programs to meet the needs of foster children through placement with the aid of trauma-informed care trainings and coaching services and maximize funding to support the child care needs of foster families. Children thrive when they grow up and develop with families rather than in institutions. When children are removed from their parents due to abuse and neglect, they are in crisis and need a safe and loving family environment.

By providing child care assistance to Resource Parents, they, in turn, help to stabilize the placement of children within their community of origin, prevent placement disruptions of young children, and are willing to accept young children into their care. The resulting benefits are: higher quality care for children between the ages of birth to twelve (12) and for children with exceptional needs up to the age of twenty-one (21); a reduction in replacements; and child care providers trained in trauma-informed care who can improve the child care experience for DCFS' dependent children.

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan North Star 1, Make Investments That Transform Lives; Focus Area Goal A, Healthy Individuals and Families: Invest in County health systems and expand care capacity that supports the physical health, mental health, and well-being of individuals across the life course continuum. This includes addressing the social determinants of health that impact resident's well-being.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Sum for July 1, 2025 through June 30, 2026 is \$15,994,100, financed using 100 percent State General Funds. The Maximum Annual Contract Sum is subject to change based upon the Annual Planning and Final Allocations provided by the California Department of Social Services (CDSS).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 14, 2024, DCFS received approval from the CDSS to negotiate a four-year contract with CCALA.

On March 18, 2024, DCFS released a Request for Information in an effort to gather alternative options from organizations with specific experience in operational management of child care services related to ECC Bridge Services. There were no responses received. For this reason, CCALA is readily available to continue to provide DCFS with resources that address the complex care needs of foster children within the County.

The Board letter was reviewed by County Counsel and the CEO. County Counsel approved the

Contract (Attachment A), as to form. The Sole Source Checklist, (Attachment B) has been approved by the CEO.

CONTRACTING PROCESS

On October 14, 2024, DCFS received approval from the CDSS (Attachment C) to enter into a Sole Source Contract with CCALA. On December 27, 2024, DCFS sent a Notice of Intent (Attachment D), in compliance with the County of Los Angeles Code 5.100 (Sole Source Contracting policy), to your Board of the Department's intent to negotiate a Sole Source Contract with CCALA for the continued administration of the ECC Bridge Program for Foster Children.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the current recommendations will allow the Department to continue to receive uninterrupted emergency child care services coordinated by CCALA, provide support for the child care needs of Resource Parents, and increase the number of foster children successfully placed in home-based family care.

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 this Board letter to the Department of Children and Family Services.

Respectfully submitted,
BRANDON T. NICHOLS, Director



BRANDON T. NICHOLS

Director

BTN:JF:CMM:RWLTI:CP:SK:ab

Enclosures



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

CHILD CARE ALLIANCE OF LOS ANGELES

CONTRACT NUMBER 24-04-043

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
CHILD CARE ALLIANCE OF LOS ANGELES
FOR
EMERGENCY CHILD CARE BRIDGE PROGRAM
FOR FOSTER CHILDREN**

This Contract ("Contract") made and entered into on ____ day of _____ by and between the County of Los Angeles, hereinafter referred to as "County" and Child Care Alliance of Los Angeles, hereinafter referred to as "Contractor". Child Care Alliance of Los Angeles is located at 815 Colorado Blvd C, Los Angeles, CA 90041.

RECITALS

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

WHEREAS, the County of Los Angeles is designated to administer Emergency Child Care Services pursuant to the provisions of Senate Bill (SB) 89, (Chapter 24, Statutes of 2017); SB 187, (Chapter 50, Statutes of 2022); and WIC § 11461.6.

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through J 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 Attachments (Not attached to contract) |
| Exhibit B | Pricing Schedule (Not attached to contract) |
| Exhibit C | Line-Item Budget and Budget Narrative |
| Exhibit D | County's Administration |
| Exhibit E | Contractor's Administration |
| Exhibit F | Forms Required at the Time of Contract Execution |
| Exhibit G | Safely Surrendered Baby Law |

Unique Exhibits:

| | |
|-----------|--------------------------------------------------------------------|
| Exhibit H | Charitable Contributions Certification |
| Exhibit I | Information Security and Privacy Requirements |
| Exhibit J | Auditor-Controller Contract Accounting and Administration Handbook |

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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 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 acting as governing body.
- 2.1.2 Chief Executive Office or Chief Executive Officer (CEO):** means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 Contractor's Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County:** Means the County of Los Angeles and includes the Department of Children and Family Services.
- 2.1.7 County Information:** All Data and Information belonging to the County.
- 2.1.8 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.9 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.
- 2.1.10 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.11 County's 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.
- 2.1.12 County Observed Holidays:** Days on 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/>.
- 2.1.13 Data:** A subset of Information comprised of qualitative or quantitative values.
- 2.1.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.15 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.
- 2.1.16 Director:** Director of the Department of Children and Family Services or his or authorized designee.
- 2.1.17 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.18 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.19 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.20 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.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on **July 1, 2025 through June 30, 2026**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** County will have the sole option to extend the Contract term for three (3) additional one (1) year options, for a maximum total Contract term of four (4) years. Each such extension option will be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any extension.

The County maintains a database that tracks/monitors 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** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.

- 4.4 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Total Contract Sum for this Contract is **\$15,994,100.**

5.1.2 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).

5.1.3 The Department may increase or decrease the Maximum Annual Contract Sum to align with the State's annual fiscal allocation to the Emergency Child Care Bridge Program ~~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 Department 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.

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 must submit the monthly invoices (Exhibit # A-6) to the County by the 15th calendar day of the month following the month of service. Any invoice submitted after the 15th calendar day following the month the services were rendered shall constitute a "past due invoice."
- 5.5.4** The County and the Contractor agree that County is not obligated to pay for services that were not invoiced within 120 days of the service month, and such services are not considered past due as defined in 5.5.3 above.
- 5.5.5** 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.
- 5.5.6** Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) maximum. In any event, such revisions shall not result in any increase in the Maximum Annual Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.7** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Children and Family Services
510 S. Vermont Avenue, 14th Floor
Los Angeles, CA 90020
Attention: Accounting Services, Contract Accounting Section

And a duplicate copy of the invoices must be emailed to:

kayeli@dcfs.lacounty.gov

5.5.8 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.

5.5.9 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will 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](#)).

- 5.5.10** 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 shall be in compliance and in conformity with Uniform Guidance, Title 2 of the Code of Federal Regulations (2 CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable.

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 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's 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 changes as they occur.

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** Meeting with the Contractor's Program Manager on a regular basis; and
- 6.3.2** 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.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's 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 County's 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 Program Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's 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 changes as they occur.

7.2 Contractor's 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 to Exhibit E (Contractor's Administration), as changes occur.

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 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.

7.4.1 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

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

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, 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. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's 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.

7.6 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the Statement of Work, contract 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 Director of DCFS, or designee.
- 8.1.2** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of DCFS, or designee.
- 8.1.3** The Director of DCFS, or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 Director of DCFS, or designee.
- 8.1.4** A change notice may be used in lieu of an amendment for non-material, minor changes including but not limited to typographical errors, updates to contact information, staff changes, budget narrative, Statement of

Work exhibits, and reallocation of funds between line-items that do not affect the intrinsic meaning of the Contract or alter the contracted budget amount. Change notices will be sent to the Contractor via electronic facsimile and mutually agreed upon by both parties, County Program Manager and Contractor's Program Director.

- 8.1.5** The County shall have the sole option to extend the Contract term for three, one-year extension options. Each extension option shall be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such extension. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

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 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 and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 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.
- 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.

- Copies of all written responses must be sent to the County's Program Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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 this Paragraph 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 project, 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

- 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.
- 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 services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into

any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- 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.
- 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 Skills and 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 and BSERVICES@OPPORTUNITY.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 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

- 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.
- 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.
- 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

- 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.
- 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. The Board 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/safely-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

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 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 Intentionally Omitted

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.

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).

8.23 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

- 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.
- 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.
- 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.
- 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.
- Certificates and copies of any required endorsements must be sent to:

ContractorInsurance@dcfs.lacounty.gov

and browna@dcfs.lacounty.gov

The subject of the e-mail shall read as follows:

AGENCY NAME_PROGRAM NAME_CERTIFICATE OF INSURANCE

- 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, it's 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 will 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 must 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

- **Sexual Misconduct Liability**

(Note: This insurance should be applicable only to the companies that perform services to foster children that include one-on-one child caregiver contact.) 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.

- **Professional Liability-Errors and Omissions**

(Note: This insurance requirement applies only to Child Care Alliance of Los Angeles.) Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **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.

8.26 Intentionally Omitted

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:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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 project, 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 Director or 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 Director or 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:

- The Contractor must develop all publicity material in a professional manner; and
- 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.

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, 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 of 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference 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.

8.38.5 Contractor will 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 standard. Within thirty (30) calendar days after issuance of such audit reports, Contractor will 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 will 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 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:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract;
- Documentation that all subcontractor staff who will have contact with children have been cleared through a live-scan; and
- 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
20151 Nordhoff St
Chatsworth, CA 91311

Attention: Lisa-Marie Kaye, County Program Manager

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:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as 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:

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

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 the 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:

- 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;

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

8.45.2 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 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 Hiring 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.

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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright

- 9.2.1** County will 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.
- 9.2.2** 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 will 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.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** 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.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 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 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1** The Contractor must 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 will inform the Contractor

as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 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:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 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.

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the 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) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) 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. Contractor(s) 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 indecipherable.

9.5 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 H, 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](#))

9.6 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.

9.7 Child Abuse Prevention Reporting

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

9.7.2 Contractor will 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 will include:

9.7.2.1 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.

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

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

9.8 Shred Documents

9.8.1 Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

9.8.2 Documents for record and retention purposes in accordance with Section 8.38, Record Retention and Inspection-Audit Settlement, of this Contract are to be maintained for a period of five years.

9.9 Fixed Assets

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

9.10 Former Foster Youth Consideration

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

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

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

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

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

9.11 Funding Adjustments and Reallocations

- 9.11.1** If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Annual Contract Budget as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Annual Contract Budget as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent of the applicable Maximum Annual Contract Budget, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent of the applicable Maximum Annual Contract Budget, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.
- 9.11.2** County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.
- 9.11.3** If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Annual Contract Budget for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent of the applicable Maximum Annual Contract Budget. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of

Supervisors. Any change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

9.12 Use of Funds

- 9.12.1** Contractor's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR or any publication that supersedes the OMB circulars, and the Exhibit J, Auditor Controller Contract Accounting and Administration Handbook.
- 9.12.2** All uses of funds paid to Contractor and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, Contractor shall pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.
- 9.12.3** Any costs for services provided outside of the pre-approved hours in accordance with Exhibit A, Statement of Work, Scope of Work and the Summary of Budget Guidelines shall be deemed an in-kind contribution. In-kind contributions shall be provided at the expense of the Contractor and are not reimbursable.
- 9.12.4** Prior to the Contractor providing in-kind contributions, the Contractor shall submit a written request to the County's Program Manager requesting written consent to provide in-kind contributions.

9.13 Contract Accounting and Financial Reporting

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

9.14 State Letters and Bulletins

Contractor shall ensure compliance with all County Fiscal Letters, All County Letters, and Child Care Bulletins as associated to the Emergency Child Care Bridge Program starting 2017 and onward. The County Fiscal Letters, All County Letters, and Child Care Bulletins may be found using the following links:

County Fiscal Letters -

<https://www.cdss.ca.gov/inforesources/lettersregulations/letters-and-notices/county-fiscal-letters>

All County Letters -

<https://www.cdss.ca.gov/inforesources/lettersregulations/letters-and-notices/all-county-letters>

Child Care Bulletins –

<https://cdss.ca.gov/inforesources/lettersregulations/letters-and-notices/child-care-bulletins>

9.15 Proprietary Rights

- 9.15.1** County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 9.15.2** Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 9.15.3** Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”
- 9.15.4** County will use reasonable means to ensure that Contractor’s proprietary and confidential materials, data, and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in Sub-Section 9.15.3. County agrees not to reproduce or distribute such materials, data, and information to non-County entities without the prior written permission of Contractor.
- 9.15.5** Notwithstanding any other provision of this Contract, County shall not be obligated in any way under Sub-section 9.15.4 for:

- 9.15.6** Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 9.15.3;
- 9.15.7** Any materials, data and information covered under Sub-section 9.15.2; and Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 9.15.8** Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data, and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 9.15.9** Contractor shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. The provisions of Sub-sections 9.15.5, 9.15.6, and 9.15.7 shall survive the expiration or termination of this Contract.

10.0 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 will survive the expiration or termination of this Contract for any reason:

| | |
|----------------|-------------------------------------------------------------------------------|
| Paragraph 1.0 | Applicable Documents |
| Paragraph 2.0 | Definitions |
| Paragraph 3.0 | Work |
| Paragraph 5.4 | No Payment for Services Provided Following Expiration-Termination of Contract |
| Paragraph 7.6 | Confidentiality |
| Paragraph 8.1 | Amendments |
| Paragraph 8.2 | Assignment and Delegation/Mergers or Acquisitions |
| Paragraph 8.6 | Compliance with Applicable Law |
| 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 8.34 | 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 | Waiver |
| Paragraph 8.58 | Prohibition from Participation in Future Solicitation |
| Paragraph 8.60 | 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 10.0 | Survival |

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

By _____

Name

Title

COUNTY OF LOS ANGELES

By _____

BRANDON T. NICHOLS, Director
Department of Children and Family Services

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EMERGENCY CHILD CARE BRIDGE PROGRAM
FOR FOSTER CHILDREN
STATEMENT OF WORK



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

**EMERGENCY CHILD CARE BRIDGE PROGRAM
FOR FOSTER CHILDREN
STATEMENT OF WORK**

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STATEMENT OF WORK ATTACHMENTS

| | |
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| Exhibit A-1 | Child Care Services Referral |
| Exhibit A-2 | Navigator Data Report |
| Exhibit A-3 | Serious Incident Report (SIR) Form |
| Exhibit A-4 | Child Care Provider Roster |
| Exhibit A-5 | Voucher Payment Summary |
| Exhibit A-6 | Monthly Services Invoice Summary |
| Exhibit A-7 | Child Care Attendance Record |
| Exhibit A-8 | County Administrative Management Roster |
| Exhibit A-9 | Contractor Management Roster |
| Exhibit A-10 | Monthly Status Report Child Care Bulletins (CCB) 18 Form |
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A. INTRODUCTION

1.0 PREAMBLE

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

The COUNTY'S vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families, businesses, and communities. This philosophy of teamwork and collaboration is anchored in the COUNTY'S shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the COUNTY'S Strategic Plan's Three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, community and contracting partners.

2.0 OVERVIEW

The services specified in this Statement of Work (SOW) are designed to provide eligible relative caregivers, resource families, or parenting youth, hereinafter known as Resource Parents, in foster care with access to emergency child care services through the issuance of a voucher for child care and/or navigator services to assist in identifying child care resources.

Resource Parents who work, attend school, and seek employment cannot accept the new or continued placement of a young child without significant financial jeopardy and disruption to their lives. Looking at family caregiver trends, according to California Caregiver Resource Center, 50% of caregivers work full time while providing care, 67% of caregivers are female, and the average caregiver age is 50 years old. People of color make up a larger proportion of the caregiving community. The average caregiver age is 50 years old. By providing assistance to these Resource Parents, they, in turn, help to stabilize placements within the Community of origin, prevent placement disruptions of young children, and are willing to accept young children into their care.

When children are removed from their parents due to abuse and neglect, they are in crisis and need a safe, loving family environment. But for our youngest children, one of the top barriers to finding placement is the lack of access to child care. In an October

2015 survey, conducted by the Association of Community Human Services Agencies, 100 percent of foster family agencies cited that concerns about child care affected recruitment and the willingness of Resource Parents to accept young children into their care. Over two-thirds reported that their foster children did not qualify for subsidized child care or the Alternative Payment Agency did not have the funding to provide subsidized child care.

In another survey of social workers charged with finding placements in the Children's Welcome Center, an estimated twenty-five (25) percent of the denials were due to the lack of child care. Increasing access to child care would enable a larger pool of families to become Resource Parents, providing a stable home for more children in need. Furthermore, we know that for all the benefits that high quality child care has on children ages birth through five years, the impact can be even more dramatic for young children who have experienced the trauma of abuse, neglect, and removal from their homes. With twenty-eight (28) counties applying for 2015 Foster Parent Recruitment, Retention and Support funds for child care purposes, this is clearly a State-wide unmet need.

Senate Bill 89 (Chapter 24, Statutes of 2017) established the Emergency Child Care Bridge Program for Foster Children, heretofore the "State Bridge Program," which aims to:

1. Increase the number of foster children successfully placed in home-based family care.
2. Increase capacity of child care programs to meet the needs of foster children.
3. Maximize existing local, state, and federal child care funding to support the child care needs of resource families.

Senate Bill 187 (Chapter 50, Statutes of 2022) authorized the COUNTY to continue with the local priorities with an inclusion of compelling reasons.

3.0 DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) PRIORITIES FOR YOUNG CHILDREN

DCFS has established the following priorities for young children in its care:

(1) Safety; (2) Well-Being; and (3) Permanency.

1. Safety: Increase supervision of DCFS involved children upon timely linkage to Child Care Providers (CCPs) trained in trauma-informed care. Ethnicity would be documented in the Bridge Portal and incorporated on the monthly Navigator Data Report (Exhibit A-2), which includes Activity and Termination reports prepared by the contractor.

2. Well-Being: To increase immediate access to stable, secure child care with CCPs trained in child abuse, trauma-informed care, and cultural sensitivity to help promote the safety and well-being of DCFS involved children when in child care.
3. Permanency: Increase placement stability for DCFS involved children and promote reunification by removing barriers, supporting Resource Parent(s), and keeping children in their Community of origin. The child care providers trained in child abuse and trauma-informed care are able to assist the children to adjust to their current situation with the aid of on-site and virtual coaching services.

4.0 DEFINITIONS

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

- 4.1 **911** – is the emergency telephone number for the North American Numbering Plan. The number is used in emergency circumstances only.
- 4.2 **Abuse** – will refer to behaviors defined in Welfare and Institution Code (WIC) 300; within the context of this document, will apply to the Resource Parent(s) of the child in addition to the parent(s) and legal guardian(s).
- 4.3 **Attendance Record** – will be defined as the weekly documentation of the services provided by the child care providers on Child Care Attendance Record (Exhibit A-7). The Attendance Record must include the name of the child who was served during the reporting period, age of child, number of child care hours per day, and total hours per week. The Attendance Record must be signed by the child care provider.
- 4.4 **Catchment Area** – means the surrounding geographic area that is served by the DCFS regional office.
- 4.5 **Child Care Navigator (CCN)** – means SUBCONTRACTORS' designated staff person who will be responsible for providing guidance and coordinating placement of children into emergency child care services in accordance with this SOW.
- 4.6 **Child Care Provider (CCP)** – means Licensed and/or License-exempt Provider throughout the County which has either a center-based child care license or a family child care home license. CCPs will provide the actual child care to the children in the program.
- 4.7 **Children's Social Worker (CSW)** – means an employee of the DCFS who performs a wide range of professional casework services for children

and families receiving services from DCFS.

- 4.8 **Community** - will be defined as the people, businesses, organizations, and adjacent business districts within a Service Planning Area (SPA), that are active or potential stakeholders in many issues and activities affecting their neighborhood(s) and business(es) in the SPA.
- 4.9 **Community Care Licensing Division (CCLD)** – means the agency that licenses and oversees both day care and residential facilities for children and adults in the State of California.
- 4.10 **Contractor** - means Child Care Alliance of Los Angeles (CCALA). CCALA will be the prime contractor overseeing the program and will be subcontracting with the Resource & Referral (R&R) agencies.
- 4.11 **Core Practice Model** - will be defined as the shared foundations of practice developed by the County of Los Angeles Department of Children and Family Services, Department of Mental Health, and Probation Department that guide a family and community as detailed in DCFS Core Practice Model (Exhibit A-12).
- 4.12 **Contractor Program Director (CPD)** – means the CONTRACTOR’S designated staff person who will be responsible for the daily management of contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 4.13 **County Program Manager (CPM)** – means the COUNTY’S designated staff person who will be responsible for administering this contract, the daily management of this contract’s operations, the oversight of monitoring activities, the compliance with the requirements of the contract, and the delivery of services.
- 4.14 **Designee** – means staff who acts on behalf of the CPD or CPM, in their absence.
- 4.15 **Criminal Clearance** - means the clearance of CONTRACTOR’S and/or SUBCONTRACTORS’ employees to work in a child care facility licensed by the California Department of Social Services (CDSS) CCLD, in accordance with Title 22, Division 12, Chapter 1, Child Care Center General Licensing Requirements – Section 101170 – Criminal Record Clearance.
- 4.16 **Licensed Provider** – means CCPs who are licensed by the State of California and are required to maintain minimum standards related to physical size of the facility, safety features, cleanliness, staff qualifications, and staff-to-child ratios.

- 4.17 **License-Exempt Provider** – means CCPs who can legally provide child care without a license such as spouses, parents, adult siblings, aunts, uncles, and first cousins.
- 4.18 **Quality Control Plan (QCP)** – the plan developed by CONTRACTOR which will be defined as a method of continuous quality assurance, control, and improvement that takes the results of periodic reviews and monitoring, and immediately modifies processes and procedures taken by the CONTRACTOR to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the agreement's SOW.
- 4.19 **Resource Parent** - an individual that the COUNTY has determine to have successfully met the application and assessment criteria (Resource Family Approval) necessary for providing care for a child or non-minor dependent who is under the jurisdiction of DCFS or a non-minor dependent's child who may or may not be under the jurisdiction of DCFS.
- 4.20 **Resource and Referral Agency (R&R)** – means the local agencies throughout Los Angeles COUNTY that support parents, Resource Parent(s), providers, and local communities in finding, planning for, and providing affordable and quality child care.
- 4.21 **Serious Incident Report (SIR) Form** - will be defined as the required documentation of reportable incidents including but not limited to: 1) death or injury of a child; 2) report of maltreatment by the CCP to DCFS or law enforcement; 3) hospitalization of a child; or 4) violation of any licensing regulation by the CCP.
- 4.22 **Service Delivery Locations** - will be defined as the location where child care services are provided by Licensed Providers and License-Exempt Providers.
- 4.23 **Service Planning Area (SPA)** - will be defined as one (1) of the eight (8) geographical regions or the Children's Planning Councils in Los Angeles COUNTY in order to plan and promote collaboration among residents, private agencies, and public agencies to better support families.
- 4.24 **Service Period** – will mean the duration of approved services that commence with the initial start date through the end date, and the hours of child care services needed.
- 4.25 **State Bridge Program** – means the Emergency Child Care Bridge

Program for Foster Children funded by the CDSS and for which Counties must opt-in to on a biennial basis.

- 4.26 **Statement of Work (SOW)** – means the defined project-specific activities and deliverables for the program.
- 4.27 **Subcontractor(s)** – means the local R&R agencies who will hire, manage, and supervise the CCN and administer the voucher program and the Alternate Payment Program (APP) agency(ies) who will be responsible for the trauma and informed training for the State Bridge Program.
- 4.28 **Supervising Children’s Social Worker (SCSW)** – means an employee of the DCFS who supervises the CSW and performs a wide range of professional and administrative services.
- 4.29 **Underlying Needs** - will be defined as the causes or conditions behind what drives behavior. Underlying needs are core human desires (need to feel accepted, safe, loved, etc.) and should not be confused with wants (better car, larger house, etc.) or demands (do better in school, stop using drugs, etc.) or services (therapy, anger management classes, etc.). Underlying needs are unique to every person and family and are critical for achieving short and long term success.
- 4.30 **Well-Being** – will be defined as the optimal emotional, physical, social, psychological, and educational condition of the high risk youth that is often exhibited in a state of being comfortable, healthy, or happy.

5.0 SERVICE GOALS

The goals of Emergency Child Care Bridge Program for Foster Children are as follows:

- 1. Support the Resource Parent(s) to improve and stabilize the child’s placement;
- 2. Promote safety, health, and well-being;
- 3. Provide bridge funding for an initial six (6) month period while a sustainable source of child care subsidy is identified to support continuity of care; and
- 4. Prevent placement disruptions and ensuing frequent replacements.

B. TARGET DEMOGRAPHICS

1.0 FOSTER CHILDREN BETWEEN THE AGES OF BIRTH THROUGH AGE TWELVE (12) YEARS, AND FOR CHILDREN AND YOUTH WITH EXCEPTIONAL NEEDS UP TO AGE TWENTY-ONE (21)

- 1.1 The Lucille Packard Foundation for Children's Health (2014) indicates there are more than 7,400 children under age five in Los Angeles COUNTY'S foster care system at any one time, and only an estimated 13% receive subsidized child care (Marcenko, Brennan, Lyons, 2009; Advancement Project, 2013).
- 1.2 The lack of access to child care is one of the top barriers to finding homes for young foster children, and is especially acute for relative caregivers who answer the call to take in a child at a moment's notice. For the young foster child, high-quality child care is critical, as they are most at-risk for developmental delays, poor academic outcomes, and social-emotional issues that can be mitigated or prevented through effective early care.
- 1.3 Many subsidized child care programs have complicated enrollment processes with short enrollment windows that may not align with the timing of a child's foster care placement. For the Resource Parent(s) and relatives who work or go to school, taking in a child can put their family in financial jeopardy; with the cost of child care averaging \$1,200 per month for infants and \$800 per month for a four (4) year-old, it is usually a family's largest cost after housing.
- 1.4 As the number of infants and young children in the child welfare system has steadily increased, so has the need for research about best practices in early care and education that supports this group of children and their unique needs.
- 1.5 The science of child development and early learning supports the assertion that working with young children from infancy through the early elementary years is a complex endeavor requiring trained professionals who provide consistency and continuity in care.
- 1.6 Enrollment in the State Bridge Program will be based on the following eligibility criteria:
 - Children between the ages of birth to twelve (12) years in out-of-home placement; Children and youth with exceptional needs up to age twenty-one (21), as approved by the CPM;
 - Parenting teens, and non-minor dependents under DCFS supervision are eligible to receive child care services for their children if they are

working, attending school or vocational training, and seeking employment; and

- Resource parents are eligible if they are working, attending school, seeking employment or participating in activities beyond the scope of normal parenting duties.

C. COUNTY'S RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

- 1.1 The CPM will be responsible for administering this contract and the daily management of this contract's operations, monitoring activities, compliance with the requirements of the contract, and the delivery of services.
 - 1.1.1 The CPM will have a designee who acts on behalf of the CPM, in their absence. The CPM, and designee are identified in the County's Administrative Management Roster (Exhibit A-8) of this SOW.
 - 1.1.2 Overall project coordination will be between the CONTRACTOR CPM and the CPD.
 - 1.1.3 The CPM (or designee) will have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this contract and provide technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.
 - 1.1.4 The CPM (or designee) will provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.
 - 1.1.5 The CPM (or designee) is not authorized to make any changes to the terms and conditions of this contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this contract.
- 1.2 The COUNTY's CSW or higher level staff, at each DCFS Regional Office will submit referrals for emergency child care services to the CCN for processing in compliance with the requirements of this SOW and the delivery of services.
 - 1.2.1 The CSW or higher level staff will log into the DCFS Emergency Child Care Bridge Portal (Bridge Portal) and select their eligible child/(ren) to refer for emergency child care services.
 - 1.2.1.1 The CSW will submit a completed request for emergency child care services through the Bridge Portal or complete a Child Care Services Referral form (Exhibit A-1) and submit it to the CPM for review, approval, and processing.

- 1.2.1.2 The CSW will submit a completed request for emergency child care services through the Emergency Child Care Bridge Portal or complete a Child Care Services Referral form (Exhibit A-1) and submit it to the CPM for review, approval, and processing.
 - 1.2.1.3 The Bridge Portal will automatically send the referral to the proper SUBCONTRACTOR agency to serve the family based on the zip code in which the child is placed. The request will go directly to the SUBCONTRACTOR agency serving the area to contact the eligible Resource Parent(s) and begin the linkage process by providing a short list of CCPs, complete placement packet, and facilitate arrangements for the service to begin. Referrals for children in out-of-county placements will first be reviewed by the CPD, then routed to the appropriate SUBCONTRACTOR agency to make contact with the eligible Resource Parents(s) and the selected Licensed Provider.
 - 1.2.1.4 The SUBCONTRACTOR will assign a CCN who will contact the CSW to provide a notification by electronic mail that the child care referral process has begun.
 - 1.2.1.5 The CCN will work with the family to locate child care as specified by the Emergency Child Care Bridge Program.
 - 1.2.1.6 The CCN will continue to work with the family to identify alternate child care programs for future possible placement. The Resource Parent(s) must meet eligibility criteria of the potential alternate child care programs that are identified for consideration.
- 1.2.2 CPD will work with the CCN to identify children to be placed in child care within the Catchment Area served by the local SUBCONTRACTOR in accordance with the contract terms and conditions in the SOW.

2.0 MONITORING

- 2.1 The COUNTY will monitor the CONTRACTOR, including but not limited to a review and audit for compliance with this contract, SOW, and all applicable laws and regulations pertaining to the Emergency Child Care Bridge Program for Foster Children contract.
- 2.2 The COUNTY will also monitor areas that include but are not limited to the following:

2.1.1 Quality assurance review;

2.1.2 Interviews of CONTRACTOR staff; and

2.1.3 A review of the CONTRACTOR'S personnel files, time cards, training hours, etc., for a sample of the SUBCONTRACTORS working on this contract.

2.3 The CONTRACTOR will make all SUBCONTRACTORS' records available for the COUNTY to review upon request.

D: CONTRACTOR'S RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

1.1 The CONTRACTOR will designate a CPD who will be responsible for daily management of contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.

The CPD will meet the following minimum requirements:

1.1.1 A Bachelor of Arts or Bachelor of Science degree from an accredited school in Education, Counseling, Social Work, Psychology, or related field (work experience maybe substituted for education); and

1.1.2 A minimum of three-year full-time administration experience in an agency serving children, families, and CCPs.

1.2 The CPD will have a designee who acts on behalf of the CPD, in their absence. The CPD and designee are identified in the Contractor Management Roster (Exhibit A-9).

1.3 The CPD will be responsible for CONTRACTOR'S day-to-day activities as related to this contract and will coordinate with the COUNTY CPM on a regular basis. This includes teleconferences regarding renewals and service request modifications.

1.4 The CPD is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this contract.

1.5 The CPD will not schedule or conduct any meetings or negotiations under this contract on behalf of the COUNTY or DCFS.

1.6 The CPD will be responsible for the CONTRACTOR'S overall activities as

related to this contract, such as coordinating the provision of emergency child care services to DCFS supervised children; and any responsibilities that are connected to fulfilling the obligations within this contract.

- 1.7 The CONTRACTOR will maintain an office with a telephone in the agency's name where the CONTRACTOR conducts its business in accordance with standard hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday. The SUBCONTRACTORS will maintain an office with a telephone in the agency's name where the CONTRACTOR conducts its business in accordance with standard hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday. In addition, the CONTRACTOR and SUBCONTRACTORS will provide holidays, weekends, and after-hours schedules; and contact persons to receive calls and respond to emergent requests. In the event the CONTRACTOR and/or SUBCONTRACTORS become aware of any child safety issue, the CONTRACTOR and/or SUBCONTRACTORS are to contact the DCFS Child Protection Hotline at (800) 540-4000.
- 1.8 CONTRACTOR will conduct monthly or bi-monthly meetings with all Navigators or any subsequent meetings if needed or requested by the COUNTY.
- 1.9 CONTRACTOR may be requested to attend a Contract Orientation meeting at the start of the contract.

2.1 HOURS OF OPERATION – CHILD CARE PROVIDER SITES

- 2.1 CCP Sites: CONTRACTOR will ensure that SUBCONTRACTORS reasonably match CCPs and Resource Parent(s) needs for child care services, which may include evenings, nights, weekends, and holidays.
- 2.2 Referral Access: CONTRACTOR will ensure SUBCONTRACTORS refer children to CCPs listed in Child Care Provider Roster (Exhibit A-4), from SUBCONTRACTORS' Resource and Referral database and their list of License-Exempt Providers. CONTRACTOR will provide COUNTY with CCP Rosters (Exhibit A-4) on quarterly basis. In some instances, License-Exempt Providers will be utilized to meet the needs of Resource Parent(s). All CCPs will receive the option to participate in training on trauma-informed care and cultural sensitivity.
- 2.3 Child Care Service Provision: CONTRACTOR will ensure SUBCONTRACTORS' CCPs provide services as specified within the Service Period and number of weekly hours indicated in the approved certification for each family and child.
- 2.4 Troubleshooting: CCN will be available Monday through Friday during standard business hours of 8:00 am to 5:00 pm Pacific Standard Time, excluding

COUNTY holidays, to address CCP issues.

3.0 SCOPE OF SERVICES

CONTRACTOR will enter into a contract with SUBCONTRACTORS to provide emergency child care services for young children under the supervision of DCFS. Described hereunder will be provided by CONTRACTOR within the Catchment Areas served by the DCFS Regional Offices where the State Bridge Program is to be implemented.

Under the requirements of this SOW, the CONTRACTOR will:

- 3.1 Work with SUBCONTRACTORS to secure emergency child care with Licensed and/or License-Exempt Providers for the emergency or continued placement of children between the ages of birth through twelve (12) years, and for children with exceptional needs up to age twenty-one (21), served by the DCFS Regional Office where the State Bridge Program is available, subject to COUNTY approval.
 - 3.1.1 Within one (1) business day of receiving a referral from the CSW, the CCN will begin to work with the Resource Parent(s) on finding a CCP. Out-of-county referrals may take additional time since they must be reviewed by the CPD before being routed to a CCN.
- 3.2 CONTRACTOR shall ensure that the SUBCONTRACTORS are securing child care services with the most qualified and suitable licensed CCP. If unable to secure services with a licensed CCP, then Licensed-Exempt Providers may be utilized upon approval of the CPM prior to services commencing. All Licensed-Exempt Providers must clear Trustline.
 - 3.2.1 Center-based Licensed-Exempt Providers may be approved, if a declaration is submitted stating that all staff have undergone back-ground checks, and that verifying documents will be provided to and maintained by the respective SUBCONTRACTOR.
- 3.3 CONTRACTOR will work with SUBCONTRACTORS to recruit and make training accessible to local CCPs with the capacity to serve children between the ages of birth through twelve (12) years, and for children with exceptional needs up to age twenty-one (21), within the Catchment Area of the DCFS Regional Offices where the State Bridge Program is available, in trauma-informed care, detailing the specific needs and service considerations for the children being placed.
- 3.4 CONTRACTOR will work with SUBCONTRACTORS to identify a sustainable source of any available child care subsidy funds to support continuity of child care with the same CCP within six (6) months of enrolling a child in the State

Bridge Program.

- 3.4.1 When the sustainable source of funds is identified, the CCN will be responsible for coordinating transition into the use of new funds and possible new childcare settings and will notify the SCSW, CSW, and CPM via the Bridge Portal.
- 3.5 CONTRACTOR will communicate to SUBCONTRACTORS that all licensed CCPs are expected to follow standards established by the California Department of Social Services Community Care Licensing Division (CCLD).
- 3.6 CONTRACTOR shall ensure all SUBCONTRACTORS adhere to all applicable Child Care Bulletins (CCBs) outlined in the CCBs established by the California Department of Social Services. CONTRACTOR shall communicate to all SUBCONTRACTORS to complete the CCB guidelines that are outside of the contract to support and maintain the Emergency Child Care Bridge Program.
 - 3.6.1 Any CCB guidelines where the required activities includes effective dates prior the execution of an amendment shall be effective of said date in the CCB, provided the contract is active and meets the existing terms and conditions of the contract.
- 3.7 CONTRACTOR will communicate to SUBCONTRACTORS that in accordance with mandated reporter guidelines, CCPs' staff and volunteers are to immediately report visual markings and bruises observed on any child to the SUBCONTRACTOR and the DCFS Child Protection Hotline at (800) 540-4000.
- 3.8 CONTRACTOR will communicate to SUBCONTRACTORS that CCPs should follow discipline guidelines established by the California Department of Social Services CCLD, Code of Regulations, Title 22, Division 12, Chapter 1 (including subchapters), Articles 1 through 7 (<http://www.cdss.ca.gov/inforesources/Letters-Regulations/Community-Care-Licensing-Regulations/Child-Care>).
- 3.9 CONTRACTOR will communicate to SUBCONTRACTORS that CCPs will report any problematic incidents, including but not limited to: frequent absences, aggressive/unusual child behavior, medication errors, and unexpected disease outbreak.
- 3.10 CONTRACTOR will communicate to SUBCONTRACTORS that their staff should encourage CCPs to provide individual attention as needed and appropriate to soothe and comfort the children receiving child care services.
- 3.11 CONTRACTOR will perform occasional incidental duties as requested by the

COUNTY.

3.12 As required by the COUNTY, SUBCONTRACTORS' staff will perform the following duties:

3.12.1 Offer training to CCPs on trauma-informed care that includes awareness of emotional escalation.

3.12.2 CCPs will also receive access to coaching to assist them in applying training curriculum and learn strategies for working with children in foster care.

3.12.2.1 Take action, within one (1) business day, to deal with emergency and unusual situations, such as violations of the California Department of Social Services CCLD, Code of Regulations, Title 22, Division 12, Chapter 1 (including subchapters), Articles 1 through 7 (<http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-Licensing-Regulations/Child-Care>).

3.12.2.2 Provide written information to the CPM to complete the SIR Form (Exhibit A-3).

3.12.2.3 Assist with other duties to enable children to transition from the child care center to placement.

3.12.2.4 Review that all subsidized reimbursements are made in accordance with the Regional Market Rate (RMR) or an Alternative Rate Schedule approved by CDSS when it becomes available.

4.0 CONTRACTOR STAFF QUALIFICATIONS AND REQUIREMENTS

The CONTRACTOR will hold SUBCONTRACTORS responsible for maintaining a database of Licensed Providers and/or License-Exempt Providers that meet the minimum qualifications, experience, and expertise as specified herein, to provide the services in accordance with this SOW. The CCPs will have sufficient child care service provision qualifications, training, and geographic flexibility to successfully provide child care services as needed, within the Catchment Area served by the DCFS Regional Offices where the State Bridge Program will be implemented.

4.1 Contractor Administrative Duties

Under the requirements of this SOW, the CONTRACTOR is responsible for but

not limited to:

- 4.1.1 CONTRACTOR will directly train, coach, and supervise required staff. Managing the database, overseeing the data collection and compilation of Trauma Informed Care (TIC), and activities (training and coaching) for the SUBCONTRACTOR for reporting and program planning purposes. Prepare TIC reports and provide technical assistance to TIC Advisors county-wide (Los Angeles) with regards to reporting. Process invoices submitted from the SUBCONTRACTORS. Review amounts claimed on Navigator, TIC, and voucher invoices from each agency against the general ledgers to reconcile for accuracy, summarizes expenses, prepares reports, and invoice to DCFS.
- 4.1.2 CONTRACTOR will prepare the Navigator Data Report (Exhibit A-2) monthly. If an extension is needed, CONTRACTOR must obtain approval from the CPM at least one (1) week in advance. The Navigator Data Report (Exhibit A-2) will include:
 - 1. All referrals that were accepted, denied, and terminated for the month;
 - 2. Include reasons why referrals were authorized fifteen (15) days or more after they were submitted, reasons for denials, and reasons for terminations for each of the eight (8) R&R agencies.
- 4.1.3 CONTRACTOR will prepare the CCB 18 Part C & D report monthly on Exhibit A-10. Report the number of eligible families referred, accepted, denied, and serviced. Report the number of families that received a voucher for the first time.
- 4.1.4 CONTRACTOR will submit the Navigator Data Report (Exhibit A-2) and Monthly Status CCB 18 Form (Exhibit A-10) no later than five (5) business days prior to the State's submission deadline.
- 4.1.5 CONTRACTOR will review all vouchers submitted by the SUBCONTRACTOR for compliance review payment calculations for accuracy based on the RMR regulations, issue payment inquiries to agencies when a discrepancy is found, tracks and reconciles payment adjustments, compiles and summarizes payments for each agency into one (1) comprehensive voucher summary on Voucher Payment Summary (Exhibit A-5). Oversees service delivery of the SUBCONTRACTORS' and provide daily technical assistance; respond to daily emails and calls.
- 4.1.6 CPD will review Out of County and manual referrals Child Care Services Referral (Exhibit A-1) and assign to a CCN. CPD tracks and reviews

referrals daily to ensure program eligibility and compliance.

4.2 Criminal Record Clearance Procedures, Criminal Record Statements, and Child Abuse Central Index Checks.

CONTRACTOR will ensure that SUBCONTRACTORS' CCPs have undergone Criminal Clearances and background checks.

4.2.1 In the event that the CCPs have CCLD Clearance, the SUBCONTRACTORS must provide CONTRACTOR with CCLD Verification number. CCLD Clearance must have subsequent arrest notification. The SUBCONTRACTORS must maintain all records for all CCPs, and it must be available to CONTRACTOR upon request.

4.2.1.1 CCP background checks are to be conducted and results received prior to the placement of children.

4.2.1.2 CCPs that do not pass background checks will not be allowed to perform work under this contract.

4.2.1.3 Subsidy payments will be made to CCPs that have passed background checks.

4.2.2 Reporting of Subsequent Arrests or Convictions

4.2.2.1 In the event that the SUBCONTRACTORS provide CCLD Clearance for CCPs, the SUBCONTRACTORS will notify the CONTRACTOR of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of any CCP. Such notice will be given within one (1) business day of the time such information becomes known to the SUBCONTRACTORS.

4.3 The CONTRACTOR will not hire SUBCONTRACTORS that poses a conflict of interest or is the subject of any proceeding with DCFS.

4.4 Staffing Qualifications and Requirements

4.4.1 The CONTRACTOR will communicate with SUBCONTRACTORS that compliance is required of all applicable regulations, staffing levels/hours, and qualifications, including but not limited to the following:

4.4.1.1 Entitlement to Work: CONTRACTORS and SUBCONTRACTORS will obtain and maintain evidence of entitlement to work in the United States in accordance with

the provisions of the Immigration Reform and Control Act for all CONTRACTOR's and SUBCONTRACTOR's staff.

- 4.4.1.2 Licenses: SUBCONTRACTORS will track and monitor current licenses of CCPs who are receiving subsidy.
- 4.4.1.3 Identification Badge: SUBCONTRACTORS will ensure that a photo identification badge is issued to each CCN under this contract, which will include: Agency Name, Full Name, Title, Signature, Date of Employment, and Photograph. The CCN will visibly wear their photo identification badge while working at the DCFS Regional Offices where the State Bridge Program will be implemented.
- 4.4.1.4 Tuberculosis (TB) Screening Test: SUBCONTRACTORS will ensure that all Licensed Providers performing services under this contract are in compliance with Tuberculosis Screening guidelines as required to meet CCLD licensing requirements. The CONTRACTOR will ensure that the SUBCONTRACTORS are promoting the benefits of TB testing and are vigorously encouraging the non-licensed CCPs to take a TB screening test prior to providing service. The SUBCONTRACTORS will maintain a list of non-licensed CCPs who have not been tested for TB.
- 4.4.1.5 The SUBCONTRACTORS will ensure that all CCPs report any health condition(s) that may pose a threat to the health and safety of the DCFS supervised children placed at the child care Service Delivery Locations allowed to perform work under this contract.
- 4.4.1.6 CONTRACTORS, SUBCONTRACTORS, and CCPs will not perform services while under the influence of any alcoholic beverage, narcotic, or other substance which might impair physical or mental performance.

4.5 Staff Language Requirements

- 4.5.1 CONTRACTOR will ensure that SUBCONTRACTORS identify CCPs that are proficient in the language(s) of the DCFS supervised children placed at their location.
- 4.5.2 CONTRACTOR will ensure that all SUBCONTRACTORS and CCPs performing services under this contract meet the language needs of the DCFS supervised children and their Resource Parent(s) served by the

DCFS Regional Offices where the State Bridge Program will be implemented.

- 4.5.3 The CPD will respond within three (3) business days to all calls, emails, and reports regarding CONTRACTOR and SUBCONTRACTOR performance issues unless otherwise directed by the CPM.
- 4.5.4 The CPD will respond to the CPM's requests to meet, address, and resolve performance issues and will be available to attend such meetings as mutually scheduled.
- 4.5.5 The CPD will investigate any performance issues submitted by the COUNTY and report back to the CPM within a mutually acceptable timeframe, in accordance with the Quality Assurance Monitoring Section of this SOW or as directed by the CPM.
 - 4.5.5.1 Upon completing an investigation, the CONTRACTOR will provide a written Corrective Action Plan (CAP) to resolve performance issues as instructed by the CPM (or designee), in accordance with the Quality Assurance Monitoring Section of this SOW.
- 4.5.6 Responsibilities of the CPD or designee will include but are not limited to:
 - 4.5.6.1 Management and oversight of the work specified in this contract.
 - 4.5.6.2 Coordinate the selection of CCPs with SUBCONTRACTORS to work with DCFS-supervised children, between the ages of birth through twelve (12) years, and for children with exceptional needs up to age twenty-one (21), in an effort to match the child's needs to the CCPs' expertise, location, and availability.
 - 4.5.6.3 Ensure that each SUBCONTRACTOR maintains files of CCPs with all required compliance documents (electronic or paper form), Title 22 of the Californian Administrative Code, and are available upon request to the CPM.
- 4.5.7 The CPD will not grant interviews of the SUBCONTRACTORS' CCPs or tours of the child care locations with the media without the prior notification AND written approval of the COUNTY.
- 4.5.8 When interviews of SUBCONTRACTORS' CCPs or tours of child care locations are approved by the COUNTY, the CPD will ensure that no

children will be photographed or video-taped by media. A DCFS representative must be present during the interviews and/or tours.

- 4.6 Child Care Navigator (CCN): The CCN will be the SUBCONTRACTORS' designated employee(s) responsible for providing guidance and coordinating placement of children into emergency child care services in accordance with this SOW. CONTRACTOR will coordinate with SUBCONTRACTORS to appoint as many CCN staff as necessary to provide timely processing and submissions of emergency child care referrals. The CCN staff will be co-located or have agreed upon access arrangements to the DCFS Regional Offices where the State Bridge Program is implemented. Co-location of CCN staff will be part-time or full-time at the DCFS Regional Offices, based on service needs, and is assessed on an office-by-office basis.

4.6.1 The CCN staff will meet the following minimum requirements:

1. A minimum of an Associate of Arts degree from an accredited community college or school in Education, Counseling, Social Work, Psychology, or related field (work experience maybe substituted for education);
2. A minimum of two (2) years of experience working with children ages birth to twelve (12) years; and
3. Ability to understand needs of child and Resource Parent(s) to provide adequate placement into child care services.

OR

1. High School Diploma,
2. A minimum of three (3) years of experience working with children ages birth to twelve (12) years; and
3. Ability to understand needs of child and Resource Parent(s) to provide adequate placement into child care services.

4.6.2 Responsibilities of the CCN will include but are not limited to:

- 4.6.2.1 The CCN will be co-located or have arranged access to the DCFS Regional Offices where the State Bridge Program is implemented during part of their work week, based on service needs, and assessed on an office-by- office basis.
- 4.6.2.2 Performing outreach to promote the Bridge Program to the SCSWs and their units of CSWs, and informing them about

the emergency child care services through the State Bridge Program.

- 4.6.2.3 Attending general staff and unit meetings in person or virtual to educate SCSWs and CSWs on the State Bridge Program.
- 4.6.2.4 Attend recruitment fairs, orientations, and any other events requested by the CPM to present Bridge services and its eligibility requirements.
- 4.6.2.5 Creating informational flyers and posting them in designated areas throughout the DCFS Regional Offices where the State Bridge Program is implemented.
- 4.6.2.6 Processing emergency child care referrals and identifying CCPs for placement of DCFS-supervised children between ages of birth through twelve (12) years, and for children with exceptional needs up to age twenty-one (21). Processing will include the following tasks:
 - 1. The CPD acknowledges receipt of the Child Care Services Referral form (Exhibit A-1) and transfers it to the Navigator to follow-up with all parties.
 - 2. Identify a CCP that meets the needs of the child and family requesting emergency child care services.
 - 3. Complete the packet required by SUBCONTRACTOR for placement with CCP.
 - 4. Work with the identified CCP to ensure that child care services are provided and requisite documentation is provided to the SUBCONTRACTOR for payment.
 - 5. Ensure that CPM receives child care placement information by submitting a monthly status report identifying the names of children accessing emergency child care services, ages, length of services, and type of CCPs.
 - 6. The CCN, CSW, and CPM will remain in close communication regarding concerns related to the children placed with the CCPs.

4.7 Training: CONTRACTOR will ensure that SUBCONTRACTORS provide CCPs with access to the following training/informational material prior to assuming responsibility for DCFS supervised children:

1. Trauma-Informed Training and Coaching:

- Training: Child care SUBCONTRACTORS participating in the Bridge Program will receive access to trauma-informed care training led by the designated SUBCONTRACTOR. Training will be available to all Child Care Providers in the State of California.
- Coaching: CCP, will also receive access to coaching to assist them in applying training who are serving enrolled DCFS supervised children and/or youth curriculum and to learn strategies for working with children in foster care. CONTRACTOR will ensure the SUBCONTRACTOR(s) are providing on-site coaching especially when needed to provide hands-on support and guidance to the CCP and child and/or youth when expulsion or suspension is considered.

2. Overview of the child protection system.

3. Child abuse identification and reporting laws.

4. Cultural sensitivity as it relates to Positive discipline and the importance of self-esteem.

5. Developmental milestones for children between the ages birth to 12 (twelve) years.

6. Health issues in foster care including but not limited risks, benefits, oversight and monitoring of psychotropic or other medications, substance abuse disorders and mental health treatment.

7. The following trainings will be made accessible to CONTRACTOR, SUBCONTRACTORS, and CCPs through DCFS: Introduction to Los Angeles County DCFS and other trainings as determined necessary by the COUNTY.

4.7.1 Use of on-line trainings by organizations such as the National Child Traumatic Stress Network is permissible.

4.7.2 The CONTRACTOR will assume responsibility for the cost of training their SUBCONTRACTORS.

4.7.3 The CONTRACTOR will maintain a record of trainings offered and

completed by SUBCONTRACTORS.

- 4.8 The CONTRACTOR will notify the CPM (or designee) and any Resource Parent(s) of all children assigned to a specific SUBCONTRACTOR CCP location, by email or telephone, within one (1) business day if the SUBCONTRACTOR CCP location is no longer eligible to work with DCFS supervised children.

5.0 MANDATED REPORTING AND RECORD KEEPING

- 5.1 In addition to reporting all incidents of suspected child abuse and neglect consistent with the requirements the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) SUBCONTRACTORS will report to the CONTRACTOR all incidents at child care delivery sites including but not limited to serious behavior incidents, injuries, hospitalizations, and requests for assistance by law enforcement or DMH's First Response Operations Psychiatric Mobile Response Team (PMRT). These reports will be made by the CONTRACTOR to the CPM by means of a SIR Form in accordance with Exhibit A-3 and the following timelines:

| INCIDENT TYPE | TIMEFRAME |
|--------------------------------------------------------------|-----------------------------------------------------------------------|
| Allegation of child abuse/neglect | Immediately or, if after hours, by the next business day |
| Assault (peer/Resource Parent(s) /other) | By the next business day |
| Change of placement | By the same business day or, if after hours, by the next business day |
| Detainment | By the same business day or, if after hours, by the next business day |
| Fatality | Immediately |
| Fighting | By the next business day |
| Law enforcement involvement/ Arrest of child | By the next business day |
| Law enforcement involvement/ Arrest of Resource Parent(s) | By the next business day |
| Property damage | By the next business day |
| Psychiatric hospitalization | By the next business day |
| Runaway | By the same business day or, if after hours, by the next business day |
| School suspension/expulsion | By the next business day |

| | |
|-------------------------------------------------|--------------------------------------------------------------------------|
| Self-harm/suicide attempt/ suicidal ideation | By the same business day or, if after hours, by the next business day |
| Serious injury/major illness/accident | By the next business day |
| Sexual Misconduct | By the next business day |
| Substance possession | By the next business day |
| Theft | By the next business day |

5.2 CONTRACTOR will notify the CPM in writing of any change in its key personnel as listed in Contractor Management Roster (Exhibit A-9), CONTRACTOR'S Management Roster at least three (3) business days prior to the proposed change. Such notification will include the name(s), background, and qualifications of any proposed replacement personnel, which will be subject to COUNTY approval. CONTRACTOR will ensure that no interruption of service occurs as a result of any change in personnel.

5.3 The CONTRACTOR will submit all reports to the CPM (or designee).

6.0 MONTHLY INVOICES

6.1 CONTRACTOR will prepare a monthly invoice in arears in accordance to Contract, Part I: Unique Terms and Conditions, 5.0 Invoices and Payment.

6.1.1 CONTRACTOR will upload the original invoice and its source documents to the Emergency Child Care Bridge SharePoint page titled "CCALA." The source documents includes but not limited to: CCALA's supply invoices, general ledger entries for cell phone costs, mileage, parking fees, utilities, space/rent, insurances, staff development costs, contracted professional resources, increases in salary when applicable, etc.

6.1.2 The invoice will also include but not limited to the following:

1. "Soft copies"/Excel files of invoices for each concerned invoice
2. Navigator Data Report (Exhibit A-2)
3. Provider Roster
4. TIC Coaching list
5. TIC Training list
6. Voucher Payment Summary (Exhibit A-5)

- 6.1.3 CONTRACTOR will review the attendance sheets for accuracy before including in the applicable invoice. Review of the attendance sheets will be no less than 40% of the total attendance sheets of the invoice month.
- 6.1.4 CONTRACTOR will make appropriate adjustments when an overpayment has been identified per attendance sheet.
- 6.1.5 CONTRACTOR will ensure that each R&R completes the Child Care Attendance Sheet (Exhibit A-7) for each child to ensure service calculations are documented appropriately for reviews and audits.

7.0 QUALITY CONTROL MONITORING

- 7.1 CONTRACTOR will establish and maintain a comprehensive Quality Control Plan (QCP) to monitor, evaluate, and assure the requirements of the contract are met. The QCP must be provided to the CPM within thirty (30) calendar days of the contract start date for review and approval; and as changes occur. The original QCP and any revisions thereto will include, but not be limited to, the following:
 - 7.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the SOW. CONTRACTOR will include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - 7.1.2 Methods for ensuring uninterrupted service to the COUNTY in the event of a strike by either party's employees or any other potential disruption of service.
 - 7.1.3 Methods for ensuring uninterrupted service to the COUNTY in the event that CONTRACTOR does not have an adequate number of staff available at the time of service need, e.g., use of SUBCONTRACTORS, etc.
 - 7.1.4 Documentation of its scheduled monitoring and evaluation activities. Review and track child care attendance records.
 - 7.1.5 An identified monitoring system covering all the services listed in this SOW, as well as methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the QCP:
 - 1. Activities to be monitored to ensure compliance with all SOW requirements;

2. Monitoring methods to be used;
3. Frequency of monitoring;
4. Samples of forms to be used in monitoring;
5. Title of personnel performing monitoring functions; and
6. File of all monitoring results, including any corrective action taken.

7.1.6 The CONTRACTOR Quality Control report will be prepared for each SUBCONTRACTOR for each contract term.

7.1.7 The CONTRACTOR Quality Control report will be submitted to the CPM within one (1) month of the Quality Control visit/review via a COUNTY accepted repository such as Microsoft Shared Point.

7.2 CONTRACTOR will: 1) notify the CPM of any difficulty, problem or incident which may impact or delay the progress of completion of the service delivery within one (1) business day of becoming aware of such; and 2) work with the CPM to resolve such issues to avoid further problems.

7.3 CONTRACTOR will work with the CPM to quickly resolve any issues that emerge regarding the CONTRACTOR'S performance.

7.4 The CPM or designee, will monitor the CONTRACTOR'S performance in accordance with the following:

1. COUNTY'S Quality Assurance Plan: After contract award, the COUNTY or its agent will evaluate the CONTRACTOR'S performance under the contract on a periodic basis. Such evaluation will include assessing CONTRACTOR'S compliance with all terms in the contract and performance standards identified in this SOW.
2. CONTRACTOR'S deficiencies which the COUNTY determines are severe or continuing and that may jeopardize performance of the contract may be reported to the COUNTY'S Board of Supervisors.
3. The report will include improvements/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action plan, the COUNTY may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

4. Performance Outcome Measures Summary, and Actions for Unmet Performance Outcomes, Part G – SOW.
- 7.5 If service delivery is deficient or contract requirements are not met, the CPM will notify CPD by phone, email, written notice, and/or User Complaint Report (UCR) Form (Exhibit A-13). CONTRACTOR will respond within 48 business hours of receipt.
- 7.6 CONTRACTOR will produce CAPs as requested and, if applicable, will note within monthly reports any changes to internal processes, policies or procedures required to comply with any CAPs.

8.0 DATA COLLECTION AND INFORMATION TECHNOLOGY

- 8.1 The CONTRACTOR will collect, manage and submit data as directed by the California Department of Social Services (CDSS) CCB 18 Quarterly Report to demonstrate outcomes of the State Bridge Program, inclusive of any new guidelines set forth by DCFS' Monthly Status Report CCB 18 Form (Exhibit A-10) and Instructions for Completing CCB 18 Form (Exhibit A-10a).
- 8.2 Contingent upon available funding, the CONTRACTOR will work with the COUNTY to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided and survey instruments, participant utilization of services, number of participants per contract year, estimated expenses per child per certified hours and period, and any other administrative data reports requested by the COUNTY and/or Board of Supervisors. CONTRACTOR and/or SUBCONTRACTORS will perform data entry to support these activities.
 - 8.2.1 CONTRACTOR will work the SUBCONTRACTORS to compile total sum of the estimated costs of all children, youth and Non-Minor Dependents (NMDs) who are enrolled for Bridge child care services on a monthly basis.
- 8.3 CONTRACTOR will cooperate with the COUNTY in the collection of data by DCFS related to the permanency goals specified herein. The data collected should evaluate the link between placement performance of the SUBCONTRACTORS, the recommendation of DCFS, and the stability of children in placement. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals.

9.0 RESEARCH

- 9.1 COUNTY, CONTRACTOR, and/or SUBCONTRACTORS will ensure

participation in the research and evaluation component of this State Bridge Program; and will collect data to inform policy development. Potential collection of data elements may include, but are not limited to:

1. Number of children from birth through twenty (20) currently being served in child welfare system, both in and out-of-home;
2. Projected number of children to be served;
3. Net change in population served;
4. Number of eligible families available in the report period;
5. Length of time to process and issue the voucher to eligible families;
6. Type of child care setting selected;
7. Number and average duration of vouchers disbursed;
8. Length of time (or number of months) child received the payment or voucher;
9. Number of referrals to CCNs;
10. Number of families served by CCNs;
11. Number of children enrolled in Bridge subsidized child care;
12. Number of children enrolled in non-Bridge subsidized care;
13. Number of children transitioning from Bridge to non-Bridge subsidized care;
14. Length of time to transition from Bridge to non-Bridge subsidized care;
15. Number of trauma-informed care trainings held;
16. Length of time (or number of months) child received the payment or voucher;
17. Number of referrals to CCNs;

18. Number of families served by CCNs;
19. Number of children enrolled in Bridge subsidized child care;
20. Number of children enrolled in non-Bridge subsidized care;
21. Number of children transitioning from Bridge to non-Bridge subsidized care;
22. Length of time to transition from Bridge to non-Bridge subsidized care;
23. Number of trauma-informed care trainings held;
24. Number of CCPs attending trauma-informed care trainings;
25. Number of coaching sessions held;
26. Number of child programs and CCPs served; and
27. Other funding and sources used to support/supplement the program, if applicable.

E: REFERRAL, COMMENCING, AND EXTENSION OF SERVICES

1.0 REFERRAL

- 1.1 CSWs or higher levels of staff (Supervising Children Social Worker, Program Children Services Administrators, etc.) will submit referrals to the corresponding SUBCONTRACTOR CCN via the Bridge Portal.
- 1.2 The SUBCONTRACTOR will check the portal daily during regular business hours to receive each referral and assign to a CCN. The Bridge Portal will track all referrals, except the manual referrals in Child Care Services Referral Form (Exhibit A-1), which must be tracked separately, until automated and added to the Bridge Portal. In the event that the Bridge Portal is not available, the SUBCONTRACTOR will accept Child Care Services Referral Forms (Exhibit A-1) sent to them by the CPD for review and processing.

This request for services will document the child's:

1. Name

2. Age
 3. Resource Parent(s) Name and Contact Information
 4. Placement address
 5. The Emergency Child Care Bridge Portal referral contains a comment box where the CSW can write in known risk factors, Underlying Needs, parameters of services requested (number of child care hours per week, start/end timeframe, Resource Parent(s) work schedule), and selected CCPs' contact information.
 6. Extraordinary Caregiving Demands
- 1.3 The CCN will acknowledge receipt of the State Bridge Program referral by notifying the CSW and SCSW within one (1) full business day after receiving, opening and viewing the referral. Certain cases may merit phone contact between CCN and CSW.
 - 1.4 The SUBCONTRACTORS' CCPs will provide services to the child as soon as possible, according to the hours and duration specified on the State Bridge Program referral. In certain cases, the Resource Parent(s) may want to interview and/or visit the potential CCPs prior to selection, which may delay the provision of service.
 - 1.5 The SUBCONTRACTORS will use available resources to ensure the CCP is not receiving payment for duplicate child care services through programs such as but not limited to Cal Works Stage 1, Stage 2 Child Care, Stage 3 Child Care, California Alternative Payment Program (CAPP), various Head Start programs, or the State Bridge Program.
 - 1.5.1 To the extent possible, SUBCONTRACTORS will verify non-duplication of services during approval determination between the various child care programs.
 - 1.5.2 If, at any point, the SUBCONTRACTORS acquire information indicating that the CCP is receiving duplicate child care services, SUBCONTRACTORS will make a fraud referral and document all actions taken. CONTRACTOR will assist the COUNTY with obtaining all information and documents needed for an investigation requested by any COUNTY department.

2.0 COMMENCING SERVICES

- 2.1 At the time of the commencement of child care services, the

SUBCONTRACTORS through the CCN will notify the CSW and SCSW of the CCP name and contact information for each placed child.

- 2.2 SUBCONTRACTORS will provide a voucher to the CCP to ensure emergency child care services are provided to children between the ages of birth through twelve (12) years, and for children with exceptional needs up to age twenty-one (21), while the Resource Parent(s) is/are at work, school, or fulfilling training and home approval requirements.

3.0 EXTENSION (RENEWAL) OF SERVICES

- 3.1 The duration of services as described in this contract is time limited and must not exceed the authorized period of time. A voucher may initially be provided for up to six months but will cease upon the child's successful enrollment into long-term, subsidized child care or other child care program. Eligibility may be extended for an additional six (6) months, not to exceed twelve (12) months, at the discretion of the COUNTY, if the family is unable to secure long-term, subsidized child care or other child care services. Pursuant to CCB 22-27, dated September 26, 2022, the County has discretion to extend Emergency Child Care Bridge Program services beyond the twelve (12) months based on but not limited to the following compelling reason:

- Inability of the foster child care to successfully transition to other subsidized child care;
- Loss of the payment or voucher would disrupt stability for the child; and
- Loss of the payment or voucher would jeopardize a permanency plan or successful reunification.
- Loss of payment or voucher would jeopardize a new or existing placement for returning children such as but not limited to:
 - Child exhausted twelve (12) months of program services and was replaced with a new caregiver.
 - Child exhausted twelve (12) months of program services and was unable to transition to an out-of-county long term child care program.
 - Child exhausted twelve (12) months of program services, was returned to home of parent but the removed again and placed in foster care.

Children extended beyond the original twelve (12) months for any reasons above shall be recorded on Navigator Data Report (Exhibit A-2).

- 3.2 At the time an extension for services is made, the CCN will review the child's need for additional child care services and make changes, as deemed

necessary, or may be referred to other programs.

4.0 SPECIAL CIRCUMSTANCES

- 4.1 In the event of a medical or life threatening emergency involving the child, the SUBCONTRACTORS' CCPs are expected to dial 911. Afterward the CCP is expected to contact the SUBCONTRACTOR for further instructions. Each incident will be followed up with a SIR, completed in accordance with the SIR provisions and guidelines (Part D, Section 5.0).
- 4.2 A change in the SUBCONTRACTORS' CCP assignment may be requested by the CONTRACTOR and/or SUBCONTRACTOR only if the child makes a threat or harms the staff or other children in the child care facility. Each incident will be followed up with a SIR, completed in accordance with the SIR provisions and guidelines.
- 4.3 As the SUBCONTRACTOR becomes aware of circumstances where there is a break in approved services, such as hospitalization (psychiatric or medical), or change in placement, etc., the SUBCONTRACTOR via the CCN will notify the CPD, CPM, and CSW of when services are expected to resume.
- 4.4 Removal of SUBCONTRACTORS' CCPs from servicing DCFS children.

Under certain circumstances, the COUNTY may require the CONTRACTOR to remove an identified SUBCONTRACTORS' CCP from providing child care services to DCFS children. SUBCONTRACTORS via the CPD will implement this request immediately upon receipt of notification.

F: SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS AND ACTIONS FOR UNMET PERFORMANCE OUTCOMES

The CONTRACTOR will ensure that SUBCONTRACTORS provide services that support a safe environment and promotes the safety and well-being of each child. Moreover, the SUBCONTRACTORS will support the Resource Parent(s) to improve and stabilize the child's placement; promote safety, health, and well-being; and to prevent frequent replacements.

Specifically, the CONTRACTOR will provide all deliverables and tasks described in this contract and SOW, including but not limited to any tasks associated with meeting the Program Goals above. In addition, the CONTRACTOR will meet or exceed the performance targets described on each "Performance Outcome Measure Summary" which follows (i.e., Performance Outcome Measure Summary, Part H, Sections 1.0 Safety, 2.0 Well-Being, and 3.0 Permanency) some of which are key outcomes as described in DCFS Core Practice Model (Exhibit A-12).

The SUBCONTRACTORS are applying DCFS' Core Practice Model when directly training CCPs to implement trauma-informed care services to dependent children in their care.

Throughout the term of this contract, DCFS will monitor the CONTRACTOR'S performance. Any failure by the CONTRACTOR to comply with the terms of this contract, including any failure to meet or exceed the performance targets described on each "Performance Outcome Measure Summary" which follows, may result in COUNTY'S termination of the whole or any part of the contract, or initiate any other remedy specified in the contract.

1.0 SERVICE TASKS

- 1.1 The CONTRACTOR will coordinate with SUBCONTRACTORS to assign a minimum of one (1) CCN for each Service Planning Area (SPA) to support the DCFS Regional Offices where the State Bridge Program will be implemented.
 - 1.1.1 A CCN may be assigned a regional area rather than a specific DCFS Regional Office, depending on the child care needs of the DCFS Regional Offices where the State Bridge Program will be implemented.
- 1.2 The CCN will assist SCSWs and CSWs in the coordination and placement of DCFS supervised children into emergency child care services within the Catchment Areas of the DCFS Regional Offices where the State Bridge Program will be implemented.
- 1.3 The CCN will make every attempt to ensure consistency of child placements into emergency child care services.
- 1.4 The CONTRACTOR and/or any SUBCONTRACTORS are prohibited from violating the foster child's rights pursuant to California Welfare and Institutions Code Section 16001.9., and any future revisions which can be found from the following website: (<http://www.cdss.ca.gov/>).
- 1.5 The CONTRACTOR and/or SUBCONTRACTORS will not transport any Resource Parent(s) or youth. In certain circumstances, CCP may transport school-aged children with the written permission of the Resource Parent(s).
- 1.6 The CONTRACTOR and/or SUBCONTRACTORS will not be designated as a visitation monitor for court ordered monitored visits for the children.
- 1.7 The CONTRACTOR will provide the services specified in this contract. The CONTRACTOR will collaborate with the COUNTY to ensure that the appropriate number of CCNS are in place to serve the needs of DCFS children and provide emergency child care services as needed.

G: EVALUATION

1.0 EVALUATION PLAN

The evaluation of the State Bridge Program will include surveys, a literature review, and data collection pending the identification of a funding source.

1.1 CONTRACTOR will develop survey questions and distribute to DCFS staff, CCPs, and Resource Parents.

1.1.1 CCPs will be surveyed regarding their experience caring for children in foster care and what their concerns may be regarding providing child care to DCFS placed children; and conduct a literature review of evidence-based research on young children in foster care, the child welfare and child care system integration, impact of trauma on young children, and the mitigating impact of quality child care on children who have experienced trauma.

1.2 The second part of the Evaluation Plan includes ongoing documentation of the collaborative process between COUNTY and CONTRACTOR, recommending adjustments along with way, as information becomes available from SUBCONTRACTORS to build a more effective collaboration.

2.0 PROGRAM REPORTS AND FACT SHEETS

CONTRACTOR will submit quarterly reports to the COUNTY with a final report for each year submitted at the end of the fiscal year.

2.1 The first report will be due three (3) months after the start of the contract term and will include capacity building activities.

2.2 Periodically, throughout the State Bridge program, CONTRACTOR will assist with the development of fact sheets and given to legislators, funders and other interested organizations in order to inform State-wide efforts to potentially secure additional resources for the funding of child care services for foster children throughout California.

H: PERFORMANCE OUTCOME MEASURE SUMMARY

1.0 SAFETY

| PROGRAM OUTCOME MEASURE SUMMARY - SAFETY | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROGRAM OUTCOME GOAL: Increase supervision of DCFS involved children upon timely linkage to CCPs trained in trauma-informed care. Ethnicity would be documented in the Bridge Portal and incorporated on the monthly Navigator Data Report which includes Activity and Termination reports prepared by the contractor. | | | |
| OUTCOME INDICATORS | DATA AND REPORTING SOURCES | PERFORMANCE OUTCOMES | COUNTY ACTIONS FOR UNMET PERFORMANCE OUTCOMES |
| Reports of substantiated allegations of child abuse and neglect against SUBCONTRACTORS' CCPs, who have and/or is receiving Bridge funds | Child Welfare System/Case Management System (CWS/CMS) Referral History Contract Monitoring Investigative Reports | 100% of children will be free from substantiated allegations of abuse or neglect while supervised by CCPs staff. | Substandard performance will be documented by UCR and will result in implementation of a Corrective Action Plan (CAP) and Review Conference, or Contract Termination. |
| CONTRACTOR and SUBCONTRACTORS will report any and all suspicions of child abuse and neglect made known to them. | SIRs Interviews with Resource Parent(s) User Complaint Reports (UCRs) | 100% of suspected child abuse and neglect incidents will be reported to the Children's Social Worker (CSW), Child Protection Hotline, and/or appropriate law enforcement agency. | For each UCR received that indicates that the CONTRACTOR is not in compliance with paragraphs Part D Sections 4.0 of the SOW, and/or any other provisions of the contract, CONTRACTOR will provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval. |
| CONTRACTOR will report any and all Serious Incident Reports (SIRs) that occur under the SUBCONTRACTORS' CCP staff supervision, who have and/or is receiving Bridge funds. | | 100% of serious incidents involving children supervised in accordance with this contract will be reported to the CPM and the CSW in accordance with timeframes listed in SOW. | The COUNTY will require a meeting with CONTRACTOR when the following occurs: 1) Each CAP, submitted by CONTRACTOR, that does not meet the COUNTY'S approval. |

2.0 WELL-BEING

| PROGRAM OUTCOME MEASURE SUMMARY – WELL-BEING | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROGRAM OUTCOME GOAL: To increase immediate access to stable, secure child care with CCPs trained in child abuse, trauma-informed care, and cultural sensitivity to help promote the safety and well-being of DCFS involved children when in child care. | | | |
| OUTCOME INDICATORS | DATA AND REPORTING SOURCES | PERFORMANCE OUTCOMES | COUNTY ACTIONS FOR UNMET PERFORMANCE OUTCOMES |
| Improved placement stability | <p>SIRs</p> <p>CWS/CMS records; placement history</p> <p>Child and Family Team meeting progress notes</p> <p>UCR</p> | <p>100% of SIRs will be completed within the required time frames.</p> <p>At least 25% of children will have a sustainable source of subsidy funding or be enrolled in other programs (such as Head Start) within six (6) to twelve (12) months from date of initial placement to support continuity of care and maintain children within their Community of origin.</p> | <p>Substandard performance will be documented by UCR and will result in implementation of a CAP and Review Conference, or Contract Termination.</p> <p>For each UCR received that indicates that the CONTRACTOR is not in compliance with paragraphs Part D Sections 4.0 of the SOW, and/or any other provisions of the contract, CONTRACTOR will provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval.</p> <p>The COUNTY will require a meeting with CONTRACTOR when the following occurs:</p> <p>1) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY'S approval.</p> |
| CONTRACTOR will increase availability of high-quality emergency child care for children detained in the Catchment Areas of the DCFS Regional offices where the State Bridge Program will be implemented by engaging SUBCONTRACTORS in identifying qualified CCPs. | Evaluation of the change in number of Community-based, Licensed Providers within the Catchment Area of the DCFS Regional Offices who can offer high-quality emergency child care services for children from birth through age 12 (twelve) years. | Working with SUBCONTRACTORS, recruit local CCPs within the Catchment Area of the DCFS Regional Offices where the State Bridge Program will be implemented and make training in child abuse, trauma-informed care and cultural sensitivity accessible to CCPs that will provide services to young children who have been abused, neglected, and/or exposed to trauma. | |

3.0 PERMANENCY

| PROGRAM OUTCOME MEASURE SUMMARY – PERMANENCY | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROGRAM OUTCOME GOAL: Increase placement stability for DCFS involved children and promote reunification by removing barriers, supporting Resource Parents, and keeping children in their Community of origin. The child care providers trained in child abuse and trauma-informed care are able to assist the children to adjust to their current situation with the aid of on-site and virtual coaching services. | | | |
| OUTCOME INDICATORS | DATA AND REPORTING SOURCES | PERFORMANCE OUTCOMES | COUNTY ACTIONS FOR UNMET PERFORMANCE OUTCOMES |
| Improved placement stability | SIRs CWS/CMS records; placement history CFT/Team meeting progress notes UCR | 100% of SIRs will be completed within the required time frames. At least 25% of children will have a sustainable source of subsidy funding or be enrolled in other programs (such as Head Start) within six (6) to ten (10) months from date of initial placement to support continuity of care and maintain children within their Community of origin. | Substandard performance will be documented by UCR and will result in implementation of a CAP and Review Conference, or contract Termination. For each UCR received that indicates that the CONTRACTOR is not in compliance with paragraphs Part D Sections 4.0 of the SOW, provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval. The COUNTY will require a meeting with CONTRACTOR-when the following occurs: |
| CONTRACTOR will help to reduce number of replacements for identified children and improve timeliness of placement. | Evaluation of number of replacements and timeliness of placement for each child enrolled in the program. | Reduction in the number of replacements; increase in the timeliness of placement. | 1) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY'S approval. |

CONTRACTOR will cooperate with the COUNTY in the collection of data by DCFS related to the performance goals specified herein. The data to be collected should evaluate the link between performance of the CCP, the recommendation of DCFS, and the stability of the placement supports. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

County of Los Angeles Department of Children & Family Services

Emergency Child Care Bridge Program for Foster Children

Child Care Services Referral

A referral for the Emergency Child Care Bridge Program is designed to provide time-limited (up to 6 month increments) emergency child care vouchers for resource families that work or attend school; requesting child care as a condition of placement or to preserve the existing placement. This program is for out-of-home caregivers with children ages birth through 12 years. Older youth with exceptional needs will be considered on an individual basis. Parenting Teens and Non-Minor Dependents (NMD) meeting program eligibility criteria may also apply. Child Care Navigators from Resource and Referral (R&R) agencies will simultaneously work on finding longer-term child care.

PART A CSW completes this section

Case Name: _____ DCFS Case # _____

Resource Parent / Caregiver/parenting teen/parenting NMD who needs child care: _____

Address: _____

Home / Cell Telephone: _____

Check the language the person(s) the child(ren) lives with speaks: ☐ English ☐ Spanish ☐ Other _____

LIST ALL CHILDREN IN HOME UNDER THIS CASE NAME

| | FIRST NAME, LAST NAME, DOB, & AGE | NEEDS CHILD CARE | FULL TIME | PART TIME | HRS OF NEED PER WEEK |
|----|-----------------------------------|--------------------------|--------------------------|--------------------------|----------------------|
| 1. | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 2. | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 3. | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 4. | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 5. | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 6. | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Extraordinary Caregiving Demands (check all that apply)


- | | |
|----------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> An Extraordinary Emotional Demand | <input type="checkbox"/> A victim of Abuse, Neglect or Exploitation |
| <input type="checkbox"/> An Extraordinary Physical Demand | <input type="checkbox"/> Limited Physically, Intellectually, Emotionally |
| <input type="checkbox"/> Emotionally Disturbed | <input type="checkbox"/> Other / Additional Needs: _____ |
| <input type="checkbox"/> Developmentally Delayed | _____ |
| <input type="checkbox"/> Prenatally Exposed to Drugs / Alcohol | _____ |

Child Care Provider Information: _____

Placement Type:

- | | |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Caregiver / Resource Family | <input type="checkbox"/> Approved Relative or Non-Relative Extended Family Member (pending RFA approval) |
| <input type="checkbox"/> Certified Family Home or Licensed Foster Family Home | <input type="checkbox"/> Parenting Youth under Jurisdiction of Juvenile Court |

Work or
School
Schedule

CSW's Signature:  CSW's Email: _____

Print CSW's Name: _____ CSW's Phone #: _____ Date: _____

CSW's Region #: _____ CSW's Office Address: _____

SCSW Signature:  SCSW's Email: _____

Print SCSW's Name: _____ SCSW's Phone #: _____ Date: _____

PART B Child Care Navigator completes this section

Referred to: _____

Child Care Bridge Navigator: _____

Child Care Start Date: _____ End Date (if known): _____

Child Care Provider Name: _____

Approved Child Care Services Type of Child Care Provider: _____

11/15/2024

Exhibit A-2 Cont.

NAVIGATOR DATA REPORT

[illegible]

Exhibit A-2 Cont.

**Emergency Child Care Bridge Program for Foster Care
Subcontractor Invoice for Child Care
Navigator Services**

Month/Year

Contract Number _____

OUT OF COUNTY DENIALS

[illegible]

Exhibit A-2 Cont.

**Emergency Child Care Bridge Program for Foster Care
Subcontractor Invoice for Child Care
Navigator Services**

[illegible]

Department of Children and Family Services
Emergency Child Care Bridge Program for Foster Children
Serious Incident Report (SIR) Form

DCFS Regional Office: _____ CSW _____

| Category | Item | Value |
|-----------|--------------|-------|
| Action | 1. Action | 100 |
| | 2. Action | 100 |
| | 3. Action | 100 |
| Reaction | 1. Reaction | 100 |
| | 2. Reaction | 100 |
| | 3. Reaction | 100 |
| Emotion | 1. Emotion | 100 |
| | 2. Emotion | 100 |
| | 3. Emotion | 100 |
| Cognition | 1. Cognition | 100 |
| | 2. Cognition | 100 |
| | 3. Cognition | 100 |

- ☐ Fatality
- ☐ Allegation of child abuse/ neglect
- ☐ Suicide attempt
- ☐ Self harm
- ☐ Major illness/injury to child
- ☐ Runaway
- ☐ Psychiatric hospitalization
- ☐ Assault on child/caregiver/staff/etc.
- ☐ Law enforcement involvement for child or Resource Parents)
- ☐ Substance abuse/possession
- ☐ Sexual misconduct
- ☐ Property damage
- ☐ Probation Violation
- ☐ Arrest
- ☐ Detainment
- ☐ Fighting
- ☐ Threats
- ☐ Theft
- ☐ High profile (public/media inquiry)
- ☐ School Suspension/Expulsion
- ☐ Change of placement
- ☐ Other:

SIR Submitted by: (Name)_____ Contact Number _____

| Emergency Child Care Bridge Program for Foster Children Child Care Provider Roster | | | | | |
|---------------------------------------------------------------------------------------|---------------|------------------------|-----------------|----------------------------------------------------------|---------------------------------------------|
| PROVIDER ID # | NAME | EMAIL | PHONE NUMBER | SERVICE LOCATION ADDRESS | MANAGEMENT CONTACT (Name & Phone Number) |
| CCL123456 | Joseph Agency | Jagency@contractor.org | (123) 456-7890 | Childcare Agency 123 Some Street Anytown, CA 12345 | Josephine L. Angeles (098) 765-4321 |
| | | | | | |
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VOUCHER PAYMENT SUMMARY

Month Year

EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN CONTRACT

ATTACHMENT TO CCALA MONTHLY INVOICE

Invoice Month/Year: July 2025

CCALA Contract No: XX-XX-XXX

Fiscal Year: FY 25-26

Invoice Date_____

Invoice #:_____

[illegible]

CHILD CARE ALLIANCE OF LOS ANGELES

Emergency Child Care Services – Bridge

INVOICE NO:

Service Month:

DATE:

CONTRACT# :

VENDOR ID:

TAX ID:

SUBMIT TO

REMIT TO

Los Angeles County
Department of Children and Family Services
510 S. Vermont Ave
Los Angeles, CA 90020
ATTN: Contracts Accounts Payable

Child Care Alliance of Los Angeles
815 Colorado Blvd, 4th Floor
Los Angeles, CA 90041
(323) 274-1380

(Remittance is via direct deposit)

SERVICES

| DESCRIPTION | AMOUNT |
|---------------------------------------|--------|
| CCALA Administrative Services | \$ |
| Administrative for Voucher Processing | \$ |
| Navigator Services | \$ |
| Trauma Training | \$ |
| Voucher (Child Care Services) Total | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

TOTAL AMOUNT

\$0.00

I certify that all information is true and accurate.

Name of Authorized Personnel

Name of County Manager

Signature

Signature

Date

Date

| | | | | | | | | | | | |
|---|------|------|------|------|------|------|------|------|------|------|---------|
| - | - | - | - | - | - | - | - | - | - | \$ - | #DIV/0! |
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|----|------------------|--------------------|
| | <u>YTD Spent</u> | <u>YTD Spent %</u> |
| \$ | | |
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[illegible]

SUBCONTRACTOR BUDGET, EXPENSE TRACKING, and SUB-INVOICE

EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN

Period Covering MONTH 1, 20XX- MONTH XX, 20XX

NAVIGATOR SERVICES

| MAOF | Pathways | PUSD | Options * | Connections | CHS | Total |
|------|----------|------|-----------|-------------|-----|-------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| | \$ | \$ | \$ | \$ | \$ | \$ |

ACTOR BUDGET, EXPENSE TRACKING, and SUB-INVOICE

Y CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN

Period Covering Month 1, 20XX - Month XX, 20XX

Trauma Informed Care - Training Services

| Pathways | PUSD ** | Options | Connections | CHS | Drew *** | Total |
|----------|---------|---------|-------------|-----|----------|-------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| | \$ | \$ | \$ | \$ | \$ | \$ |

[illegible][illegible][illegible]

ported YTD or 12.13% of total direct provider payments YTD) - (Admin Payments YTD)

| MAOF | | PATH | | PUSD | | OFL | | CFC | | CHS | |
|--------|----|------|----|------|----|-----|----|----------------|----|-----|--|
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | | |
| Total: | | | | | | | | (Admin Billed) | | | |

CHILD CARE ATTENDANCE RECORD

| Program: | Emergency Child Care Bridge Program for Foster Children | | | | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------|---------------------------|--|--|--|
| Child Name | | | | DOB | | Age | | Certified Period | | | | Attendance Month and Year | | | |
| CARE INFORMATION | | | | | | | | | | | | | | | |
| Provider Information <i>(Including Address)</i> | | | | | | Type of Provider <input type="checkbox"/> Center <input type="checkbox"/> FCCH <input type="checkbox"/> Exempt | | Resource Parent Information | | | | | | | |
| | | | | | | | | | | | | | | | |
| <i>All times and hours include allowable travel time.</i> | | | | | | | | | | | | | | | |
| Non-School Schedule (From – To) | | | | | | | School Schedule (From – To) | | | | | | | | |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | | Monday | Tuesday | Wednesday | Thursday | Friday | | | |
| | | | | | | | Morning | | | | | | | | |
| Non-School – Total Certified Hours per Day | | | | | | | School – Total Certified Hours per Day | | | | | | | | |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Minimum Day | | | | | | | | |
| | | | | | | | | | | | | | | | |
| Schedule Type | | Adjustment Type | | | | | | | | | | | | | |
| <input type="checkbox"/> Set <input type="checkbox"/> Variable | | <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Not Applicable | | | | | | | | | | | | | |
| Maximum Days Per Week: | | | Maximum Hours Per Week: | | | | | | | | | | | | |
| ATTENDANCE SIGN IN/OUT Child care attendance to be completed daily with exact times with AM/PM printed each day. <i>(Please ensure all writings are legibly printed.)</i> | | | | | | | | | | | | | | | |
| Date | Week # | Day | Time In (AM/PM) | School Drop-Off Time (AM/PM) | School Pick-Up Time (AM/PM) | Time Out (AM/PM) | Comments | OFFICE USE ONLY | | | | | | | |
| 1 | 1 | Wed | 8:30 am | | | 6:00 pm | | | | | | | | | |
| 2 | 1 | Thurs | 8:32 am | | | 5:50 pm | | | | | | | | | |
| 3 | 1 | Fri | 8:32 am | | | 5:50 pm | | | | | | | | | |
| 4 | 1 | Sat | | | | | | | | | | | | | |
| 5 | 2 | Sun | | | | | | | | | | | | | |
| 6 | 2 | Mon | | | 2:30 pm | 6:00 pm | | | | | | | | | |
| 7 | 2 | Tues | | | 2:30 pm | 6:01 pm | | | | | | | | | |
| 8 | 2 | Wed | | | 2:30 pm | 5:53 pm | | | | | | | | | |
| 9 | 2 | Thurs | | | 2:30 pm | 5:57 pm | | | | | | | | | |
| 10 | 2 | Fri | | | 2:30 pm | 5:59 pm | | | | | | | | | |
| 11 | 2 | Sat | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | | | | |
| 21 | | | | | | | | | | | | | | | |
| 22 | | | | | | | | | | | | | | | |
| 23 | | | | | | | | | | | | | | | |
| 24 | | | | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | | | | |
| 26 | | | | | | | | | | | | | | | |
| 27 | | | | | | | | | | | | | | | |
| 28 | | | | | | | | | | | | | | | |
| 29 | | | | | | | | | | | | | | | |
| 30 | | | | | | | | | | | | | | | |
| 31 | | | | | | | | | | | | | | | |
| ATTENDANCE CERTIFICATION | | | | | | | | | | | | | | | |
| I certify under penalty of perjury that child care services as recorded on this attendance record have been provided. | | | | | | | | | | | | | | | |
| Resource Parent Full Signature: | | | | | | | Date: | | | | | | | | |
| Provider Full Signature: | | | | | | | Date: | | | | | | | | |
| OFFICE USE ONLY | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Original <input type="checkbox"/> Adjustment Provider Rate(s): Insert all applicable rates and rate types. | | | | | | | | | | | | | | | |
| Part Time Hourly | | | Part Time Weekly | | Part Time Monthly | | Full Time Daily | | Full Time Weekly | | Full Time Monthly | | | | |
| \$ | | | \$ | | \$ | | \$ | | \$ | | \$ | | | | |
| Registration/Material Fee Amount | | | | | Registration/Material Fee Amount Applied | | | | | Registration/Material Fee Running Total | | | | | |
| \$ | | | | | \$ | | | | | \$ | | | | | |
| Rate Applied <input type="checkbox"/> Provider <input type="checkbox"/> RMR Rates Used to Calculate Total Amount | | | | | | | | | | | | | | | |
| 1 st week | | | 2 nd week | | 3 rd week | | 4 th week | | 5 th week | | Monthly | | | | |
| \$ | | | \$ | | \$ | | \$ | | \$ | | \$ | | | | |
| <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.25 | | | <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.25 | | <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.25 | | <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.25 | | <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.25 | | <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.25 | | | | |
| Total Amount \$ | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Paid full in prior month | | | | | | | | | | <input type="checkbox"/> Paid full in current month | | | | | |

All services provided shall be invoiced within 60 days of the last day of the month for which services were rendered.

| Los Angeles County Department of Children and Family Services Emergency Child Care Bridge Program for Foster Children County Administrative Management Roster | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TITLE | NAME | CONTACT INFORMATION |
| Division Chief | Jennifer Hottenroth | DCFS Torrance 2325 Crenshaw Blvd. Torrance, CA 90501 (310) 972-3204 Hottie@dcfs.lacounty.gov |
| Program Manager | Lisa-Marie Kaye | DCFS West San Fernando Valley 20151 Nordhoff Street Chatsworth, CA 91311 (213) 332-1359 Kayeli@dcfs.lacounty.gov |
| Program Manager, Designee | Angela Karimyan | DCFS Brand 611 N. Brand Street Glendale CA 91203 (213) 808-7317 karima@dcfs.lacounty.gov |
| Program Manager, Designee | Margaret Wong | DCFS Pomona 801 Corporate Center Drive, Ste. 100 Pomona, CA 91768 (213) 247-7892 Wongm2@dcfs.lacounty.gov |
| Program Manager, Designee | Marie Quadra | DCFS Brand 611 N. Brand Street Glendale CA 91203 (213) 238-0908 quadrm@dcfs.lacounty.gov |

CONTRACTOR

Emergency Child Care Bridge Program for Foster Children

Contractor Management Roster

[illegible]

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
DATA SYSTEMS AND SURVEY DESIGN SECTION

Emergency Child Care Bridge Program for Foster Children (Bridge Program)
Monthly Status Report
CCB 18 (07/19)

DOWNLOAD REPORT FORM FROM:

<https://www.cdss.ca.gov/inforesources/Research-and-Data/Report-Form-and-Instructions>

EMAIL US FOR QUESTIONS ABOUT THE FORM OR INSTRUCTIONS:

admCCB18@dss.ca.gov

| COUNTY NAME Select County Name | VERSION Initial | REPORT MONTH Select Month | REPORT YEAR Select Year |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------|-----------------------------------|
| PART A. FAMILIES | | | Total |
| 1. Families receiving Bridge Program vouchers | | | 1 |
| 2. Of the families in Item 1, those receiving Bridge Program vouchers for the first time | | | 2 |
| PART B. CHILDREN | | Parenting Youth | Children |
| 3. Length of time a child was in their current foster care placement before being determined eligible for a Bridge Program voucher | | | |
| a. Less than 30 days | | | 3 0 |
| 1. 0-2 years of age | | | 4 |
| 2. 3-5 years of age | | | 5 |
| 3. 6-12 years of age | | | 6 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 7 |
| b. 30 days or more, but less than 90 days | | | 8 0 |
| 1. 0-2 years of age | | | 9 |
| 2. 3-5 years of age | | | 10 |
| 3. 6-12 years of age | | | 11 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 12 |
| c. 90 days or more, but less than 180 days | | | 13 0 |
| 1. 0-2 years of age | | | 14 |
| 2. 3-5 years of age | | | 15 |
| 3. 6-12 years of age | | | 16 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 17 |
| d. 180 days or more, but less than 270 days | | | 18 0 |
| 1. 0-2 years of age | | | 19 |
| 2. 3-5 years of age | | | 20 |
| 3. 6-12 years of age | | | 21 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 22 |
| e. 270 days or more | | | 23 0 |
| 1. 0-2 years of age | | | 24 |
| 2. 3-5 years of age | | | 25 |
| 3. 6-12 years of age | | | 26 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 27 |
| 4. Length of time from when the child was determined eligible for a Bridge Program voucher to the child's first day in selected child care setting | | | |
| a. 1-7 days | | | 28 0 |
| 1. 0-2 years of age | | | 29 |
| 2. 3-5 years of age | | | 30 |
| 3. 6-12 years of age | | | 31 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 32 |
| b. 8-14 days | | | 33 0 |
| 1. 0-2 years of age | | | 34 |
| 2. 3-5 years of age | | | 35 |
| 3. 6-12 years of age | | | 36 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 37 |
| c. 15-21 days | | | 38 0 |
| 1. 0-2 years of age | | | 39 |
| 2. 3-5 years of age | | | 40 |
| 3. 6-12 years of age | | | 41 |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 42 |
| d. Over 21 days | | | 43 0 |
| 1. 0-2 years of age | | | 44 |
| 2. 3-5 years of age | | | 45 |

Exhibit A-10 Cont.

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
DATA SYSTEMS AND SURVEY DESIGN SECTION

| | | | | |
|-----------------------------------------------------------------------------------------------------------|----|---|-----|---|
| 3. 6-12 years of age | | | 46 | |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 47 | |
| 5. Children receiving child care with a Bridge Program voucher | | | 48 | 0 |
| a. 0-2 years of age | | | 49 | |
| b. 3-5 years of age | | | 50 | |
| c. 6-12 years of age | | | 51 | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 52 | |
| 6. Of the children in Item 5, those receiving child care with a Bridge Program voucher for the first time | | | 53 | 0 |
| a. 0-2 years of age | | | 54 | |
| b. 3-5 years of age | | | 55 | |
| c. 6-12 years of age | | | 56 | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 57 | |
| 7. Children in the following type of placement or setting: | 58 | 0 | 59 | 0 |
| a. Resource Family | 60 | | 61 | |
| b. Emergency Placement or Compelling Reason | 62 | | 63 | |
| c. Certified Family Home or Licensed Foster Family Home | 64 | | 65 | |
| d. Approved Relative or Non-Relative Extended Family Member | 66 | | 67 | |
| e. Children of parenting youth | | | 68 | |
| f. Other | 69 | | | |
| 8. Children that experienced a foster placement change | 70 | | 71 | 0 |
| a. 0-2 years of age | | | 72 | |
| b. 3-5 years of age | | | 73 | |
| c. 6-12 years of age | | | 74 | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 75 | |
| 9. Children using a Bridge Program voucher in the following type of child care settings: | | | 76 | 0 |
| a. Child Care Center | | | 77 | |
| b. Family Child Care Home | | | 78 | |
| c. License-Exempt Child Care Provider/Program | | | 79 | |
| 10. Children that stopped receiving a Bridge Program voucher | | | 80 | 0 |
| a. Less than 90 days | | | 81 | 0 |
| 1. 0-2 years of age | | | 82 | |
| 2. 3-5 years of age | | | 83 | |
| 3. 6-12 years of age | | | 84 | |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 85 | |
| b. 90 days or more, but less than 180 days | | | 86 | 0 |
| 1. 0-2 years of age | | | 87 | |
| 2. 3-5 years of age | | | 88 | |
| 3. 6-12 years of age | | | 89 | |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 90 | |
| c. 180 days or more, but less than 270 days | | | 91 | 0 |
| 1. 0-2 years of age | | | 92 | |
| 2. 3-5 years of age | | | 93 | |
| 3. 6-12 years of age | | | 94 | |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 95 | |
| d. More than 270 days | | | 96 | 0 |
| 1. 0-2 years of age | | | 97 | |
| 2. 3-5 years of age | | | 98 | |
| 3. 6-12 years of age | | | 99 | |
| 4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 100 | |
| 11. Children that transitioned from the Bridge Program to other subsidized child care | | | 101 | 0 |
| a. 0-2 years of age | | | 102 | |
| b. 3-5 years of age | | | 103 | |
| c. 6-12 years of age | | | 104 | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 105 | |
| 12. Children that transitioned from the Bridge Program to non-subsidized child care | | | 106 | 0 |
| a. 0-2 years of age | | | 107 | |
| b. 3-5 years of age | | | 108 | |
| c. 6-12 years of age | | | 109 | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 110 | |
| 13. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 6 months | | | 111 | 0 |
| a. 0-2 years of age | | | 112 | |
| b. 3-5 years of age | | | 113 | |
| c. 6-12 years of age | | | 114 | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | | 115 | |
| 14. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 12 months | | | 116 | 0 |
| a. 0-2 years of age | | | 117 | |

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
DATA SYSTEMS AND SURVEY DESIGN SECTION

| | | | | | |
|--------------------------------------------------------------------------------------------------|-----------|--------------|----------------|--|--|
| b. 3-5 years of age | | 118 | | | |
| c. 6-12 years of age | | 119 | | | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | 120 | | | |
| 15. Children that stopped receiving a Bridge Program voucher for other reasons | | 121 | 0 | | |
| a. 0-2 years of age | | 122 | | | |
| b. 3-5 years of age | | 123 | | | |
| c. 6-12 years of age | | 124 | | | |
| d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled) | | 125 | | | |
| PART C. CHILD CARE NAVIGATOR | | Total | | | |
| 16. Bridge Program eligible families referred to child care navigators | | 126 | | | |
| 17. Bridge Program eligible families served by child care navigators | | 127 | | | |
| 18. Families receiving Bridge Program vouchers served by child care navigators | | 128 | | | |
| PART D. TRAUMA-INFORMED TRAINING | | Total | | | |
| 19. Trauma-informed care trainings | | 129 | | | |
| 20. Child care providers that attended trauma-informed care trainings | | 130 | | | |
| 21. Coaching sessions | | 131 | | | |
| 22. Child care providers that received coaching sessions | | 132 | | | |
| COMMENTS | | | | | |
| | | | | | |
| Item 4c Explanation | | | | | |
| | | | | | |
| Item 4d Explanation | | | | | |
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| Item 7f Explanation | | | | | |
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| Item 15 Explanation | | | | | |
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| Revised Report Explanation | | | | | |
| | | | | | |
| CONTACT PERSON | TELEPHONE | EXTENSION | | | |
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| JOB TITLE/CLASSIFICATION | EMAIL | | | | |
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| SUPERVISOR | TELEPHONE | EXTENSION | | | |
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| JOB TITLE/CLASSIFICATION | EMAIL | | | | |
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| | | | DATE SUBMITTED | | |
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INSTRUCIIONS

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PURPOSE

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dren in their care, and maximize n.-d 91 -s.of e e
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STATIE CALIFORNIA
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CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
DATA SYSTEMS AND SURVEY DESIGN SECTION

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DEIFINTIONS

Alternate Payment Programs (APPs): The APPs[]fLI11ded 1h state andlifed.-eral hm-d
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Certified Family Home: A am . re.ct.em::e oerti eel by a I" nsed oster F81ilily Agency
(F A) and issued a certificate of approval by that age,ncy as mee g licensirl
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Ch.apter EL , Section 8Bi;ll 1(c .))

Child(ren): A perso who is LiliidBT 1. year.s o age pacedi or b ng cansoclered l, rfoster
p cement by e pa e JiTile11 dgen, q wi" a a a ,OOtJrt order. (Re source Family
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- (A) Ope a e licensed centers; o
- (B) Aire pub ic, or private sehoo ope,ra: g e e11.ded day progra.JiTilS; or
- (C) Ope a e centers on trib or ifed.eral lam:ts; or
- (D) Opera e r,ec grams. exempt m licellSLr.rrepLrrsuant to,Hie and
S Code Se , "o 1 6.7Q2 an at me the requireme,n- for pa atio
the AP1P. t e !5. .Section 1 7 .2)

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Cttild CB.Jie 1P vocler: A perso who p d'es cml'd CBJie s.en.ri:ees or represen" persons
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oachi gr. l:d trai rig bascl d on tihe tra1Jma-informed care tn rig c. culum for c ad
ca e providers to assi them i3ippl g strategie.s ifor wo rll l h ictuldre n in foster
ea e. (Ca mia Education Cod1.e. Secii:cm 821 (5,(A){i})

Resource Family Approval: A decis n top a-ce i3i :hil:dIM.I'h an ap;plx;a pri to ap;p val as a
Resource Fam . based upo the best interest a"th-e,c "ld. to include mai g a
h s family-like cDnneotia s. 1(Resource Family Approv1 Writte Di eooves. Versio
4.1. Section 3-011(81)(17))

Determined Eligibility: The date on which a social worker determined the eligibility of a family for a service.

Eligible: Bigibj cmena l e ridge !Program::sdetermi ed by e co n.ty. (VI/IC
Section 11461.6(d): AGL 11-109)..

Emergency : A · aoem. o · Eli : 'hikl or m::m-m· d'epemf.ent wi" a re la1'.Ne
or non--relat:r.-e extended famiil/ mB1ililber prio:rt0,Resource amily Approval. 1(Re5our,ae
FBmi□y App-roval Directive. Versocm 4. 1. .Sectio:n 3-0 i (a)(2))

FBmi_y mi_d Care_ ame_ Chiti CB1ie IP mer. o:
 (A) Op.era_e licensed fam.1ly ich.:ild ca1te ho:mes: or
 (B) Op.era_e a child.CB1ie bu·rues.s*. Eli ome se* 91on trib.al dL e 5, Section
 8074.2)

A home that regularly provides care, protection, and supervision for 4 or fewer children, the "d" saw time, periods, must be a 24 hours per day, while the parents or guardians are 31/- (IHSC Section 15 .181

License-Exempt Child Care Provider: All other IP providers that Bre of i -cluded in the
child care center or family child care homes defini o a d Dt req-redl be licensed
(Title 5, Section 18074.2)

l" n5ed oslerFBm IV ome: e ome.D'iNJ1ed,tea5ed,o:rren.te y thie-9-iller1(s)
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Safety Code Secti 150- a)(5).. · licensed ros_er fiamity home ,ay prome :sib in91
c.ar.e· r LIP, to eight chi ltrn provided! e reqLrremen.t:s of 1He.a'l'h B11d Safety Code
Section 1505 2 are met. (C· e 2. ·-is· n· Cha.;p;i;er 5. Se on..-s 9 (i)(3):
9201(h)(3))

~~Non-Minor Dependents~~ You who are elig ~~to contin e~~, to ng foster care 5e;rvices
after turning 18 year .
• ☐ e up to ~~1~~ years, • ☐ e. 11, WIC .Section t44(v)

Non-Relative Extended Family Member (NREFM): An adult caregiver who is not a blood relative, but has an established familial relationship with a child or youth. This relationship may be a result of adoption, foster care, or mentorship.

!Pare rn:iYo h: A perso paren.ti:ng thei rown bjo gjeal child.a d-i ei'ther under 11
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years.of age or a oni-rr,-nor depen.-den.t is p,Jaoed ,o:rbei 91oonsid'.ered fo ros_er
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persons even if em ria9e was.term· ated by death or d" so ·on.. (· IC ·n

1i4CID(m): CCR Title 22. Divi'sio • li, Ohapter 9..5. Secti:o • 8920 (r)

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
DATA SYSTEMS AND SUPPORT SERVICES SECTION 110

Re: A family. at: o stip: o t'he 'ahd'(re)
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ap icatiD'Jli311d asses: i3i neeess . care for a ,cmld or no,n-
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TEIM INSTRUICIIIOINS

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pend g st.a iS. .s to,be,reported i 1Pa +A ir,egardless i" payment ro er
has been made.

Families receiving Bridge Program vouchers: Enter the mber,offami es that
received one or more Bridge Program vouchers . □.repa + mDTI' /G 1j

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2. Of the families in Item 1, those receiving Bridge Program vouchers for the first time: Enter the unduplicated number of families that received a Bridge Program voucher for the first time. [Cell 2]

IPAir e CHIUDRIEN

1Pa- sLJmma • s. Ulie ehil:d"s status.. i c ng tte•B{le o...the child , eMr{l 8118:rid'ge
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- 6 to, 12 yeBTS, cf age: Oh lf ren. o m sixyea:rs,Dk! and B1ie ss Uurn th"rteen
•el3'.fS oJ age.
- 13 21 years of age: Chil:den ages th-i ee years., d up to the d',iy 1::,e-•re t'hey
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Ctuldre cofumn li I • ms 3 an 4.

3. Length of time in foster care roster C-8-Jie placemen •1::,e• re lbeing1
date YDUOQeT: [Note,:: Data in th'iis;ifem ii:S
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[been determined eligible for the -vouclhe:r, re:Qard\ess.if the child receive,d a
YOll!che.- oir nolt.. Item :ii, is a coultltlbaise,d **on the Brid;ge Program** voucher.

- 3a. Less than 30 days: Enter e nu:mt::er o-•ctuldre i'n the(oorren_tfoster care,
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STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
DATA SYSTEMS AND SUPPORT SERVICES SECTION

- 3b. 10 days or more, but less than 30 days: Enter the number of children in their current foster care for 30 days or more, but less than 30 days prior to the determination of eligibility for a Bridge Program voucher. The Bridge Program voucher is awarded to the child if the child is aged 0 to 17, is a U.S. citizen or permanent resident, and is the sum of items 3b1 through 3b4. {iG 3b1 to 3b4}
- 3c. Less than 180 days: Enter the number of children currently in foster care, less than 180 days prior to the determination of eligibility for a Bridge Program voucher. The Bridge Program voucher is awarded to the child if the child is aged 0 to 17, is a U.S. citizen or permanent resident, and is the sum of items 3c1 through 3c4. {JC:J,s13 to 17}
- 3d. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100: Enter the number of children currently in foster care for 1 to 100 days prior to the determination of eligibility for a Bridge Program voucher. The Bridge Program voucher is awarded to the child if the child is aged 0 to 17, is a U.S. citizen or permanent resident, and is the sum of items 3d1 through 3d4. {JC:J,s18 W 22}
- 3e. 270 days or more: Enter the number of children currently in foster care for 270 days or more prior to the determination of eligibility for a Bridge Program voucher. The Bridge Program voucher is awarded to the child if the child is aged 0 to 17, is a U.S. citizen or permanent resident, and is the sum of items 3e1 through 3e4. {JC:J,s23 TO 271}
4. 1: Enter the number of children who are eligible for a Bridge Program voucher to the child's first day in the selected child care setting. **Note:** Item 4 is a count based on the Bridge Program voucher.
- 4a. 1 to 7 days: Enter the number of children who are eligible for a Bridge Program voucher and started in the selected child care setting within 7 days of the age category listed. Item 4a is the sum of items 4a1 through 4a4. {JC:J,s 28 TO 32}
- 4b. 8 to 14 days: Enter the number of children who are eligible for a Bridge Program voucher and started in the selected child care setting within 8 to 14 days of the age category listed. Item 4b is the sum of items 4b1 through 4b4. {JC:J,s33 to 37}
- 4c. 15: Enter the number of children who are eligible for a Bridge Program voucher and started in the selected child care setting within 15 to 17 days of the age category listed. Item 4c is the sum of items 4c1 through 4c4. If any item 4c is not 0, then the item 4c-Exempt children must be completed. {iGelfs 38 t 2}

STATE OF CALIFORNIA
 HEALTH AND HUMAN SERVICES
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7c.. Certified Family Home or Licensed Foster Family Home: nte e
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d. Approved Relative or Non-Relative Extended Family Member: , nter lthe
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Page 9 of 12

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COMMENTS

Use the Comments section to

- Explain any zero data entry if a member's court does not provide a case number - the county is unable to collect or track the data.
- Explain any major ID, actual, or data in, LK, or missing data in procedure, IP, program, or other factors that have affected the data.
- Provide any other comments on the data if necessary.
- Explain the reason it took 15 to 20 days for a child to be given a case number after being determined eligible for the Bridge Program voucher in the 1st quarter.
- Explain the reason it took over 21 days for a child to be given a case number after being determined eligible for a Bridge Program voucher in the 1st quarter.
- Explain the other type of case if a case is placed in the 1st quarter.
- Explain the reason why a child's Bridge Program voucher ended in the 1st quarter.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Contractor will provide all deliverables and tasks described in this Contract, including but not limited to the Required Services listed in the Performance Requirements Summary below. Contractor will further meet or exceed the Performance Targets listed in the Performance Outcome Summary below.

| # | REQUIRED SERVICES | PERFORMANCE MEASURES | COMPLIANCE MONITORING METHOD | REMEDIES FOR NON-COMPLIANCE |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW) to provide emergency child care services in the Catchment Areas of the DCFS regional offices participating in the State Bridge Program. | <p>100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW).</p> <p>Provide a list of children who are enrolled in emergency child care slots. A minimum of 50 new slots are to be filled each month.</p> | COUNTY will review monthly tracking sheet, detailing the number of children placed per child care provider and number of child care hours provided per child. | <p>For each substantiated incident of noncompliance with the Contract, CONTRACTOR will respond in writing within 48 hours from receipt of a written notice of the incident.</p> <p>CONTRACTOR's response will include an explanation of the problem and a Corrective Action Plan (CAP), which will be subject to COUNTY approval.</p> <p>COUNTY will notify CONTRACTOR of any event or issue of Non-compliance, in accordance with this Contract.</p> |
| 2 | Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW) to identify child care providers who have access to and are trained in trauma-informed care. | <p>100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW).</p> <p>Provide a list of child care providers who register and attend all trainings and can then become eligible to serve young children who have experienced the trauma of abuse, neglect, and removal from their homes.</p> | COUNTY will monitor compliance with SOW requirements. | <p>CONTRACTOR will develop an appropriate corrective action plan for each event or issue of Non-compliance.</p> <p>COUNTY will make the final decision as to the CONTRACTOR's Corrective Action Plan (s) including the timeframes that apply.</p> |

| | | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW) to assign a Navigator that will work with client families participating in the State Bridge Program and help identify other permanent subsidized and/or unsubsidized child care programs. | <p>100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW).</p> <p>Provide a monthly list of children who are transitioned from the State Bridge Program to another permanent child care program.</p> | <p>COUNTY will review monthly tracking sheet, detailing the number of children who are transitioned into other subsidized or unsubsidized child care programs.</p> <p>Tracking sheet will list start/end dates for each child enrolled in the State Bridge Program and the name of the program where the child will be transitioned.</p> | <p>For each substantiated incident of noncompliance with the Contract, CONTRACTOR will respond in writing within 48 hours from receipt of a written notice of the incident.</p> <p>CONTRACTOR's response will include an explanation of the problem and a Corrective Action Plan (CAP), which will be subject to COUNTY approval.</p> <p>COUNTY will notify CONTRACTOR of any event or issue of Non-compliance, in accordance with this Contract.</p> |
| 4 | Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW) and submit monthly invoices for contracted services detailing the number of vouchers issues, the number of filled slots, and the number of children served. | <p>100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW).</p> <p>Provide a monthly invoice no later than the 15th day of the current month with copies of attendance sheets for each child enrolled in the State Bridge Program.</p> | | <p>CONTRACTOR will develop an appropriate corrective action plan for each event or issue of Non-compliance.</p> <p>COUNTY will make the final decision as to the CONTRACTOR's corrective action plan (s) including the timeframes that apply.</p> |

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

DCFS CORE PRACTICE MODEL

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

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

Shared Values and Guiding Principles

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

The Practice Wheel - Operationalizing the Shared Practice Model

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



- **Engaging** is the practice of creating trustful working relationships 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.

**USER COMPLAINT REPORT (UCR) FORM EMERGENCY CHILD CARE BRIDGE
PROGRAM FOR FOSTER CHILDREN**

This form is to be used by DCFS Administrative Staff, County Social Workers, County Program Manager or Designee of the Emergency Child Care Bridge Program for Foster Children to report service discrepancies and failure to comply with service delivery requirements as specified in the Statement of Work and Contract. This User Complaint Report Form must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor's Project Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Illegal or inappropriate behavior by Contractor's Child Care Services Staff.
- ☐ Contractor not submitting invoices, reports, or maintaining records as required.
- ☐ Contractor unable to receive Referral Requests as required.
- ☐ Emergency Child Care Services Delivery is not in compliance as specified in the Contract.
- ☐ Contractor not complying with the Referral/Database requirements as specified in the Contract.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Contractor not complying with the Corrective Action Plan as specified in the Contract.
- ☐ Other (describe): _____

To report an urgent/serious problem, please call:

Margaret Wong
(213) 247-7892

Send UCR to Margaret Wong by email: wongm2@dcfs.lacounty.gov
Send a copy to DCF Contracts Administration Division, 510 South Vermont, Los Angeles, CA 90020

Child Care Alliance of Los Angeles
Fiscal Year (FY) 2025-2026
(July 1, 2025 - June 30, 2026)

CHART A

| Trauma-Informed Care Trainer/Coach | |
|----------------------------------------------------------------------|------------------------------|
| Maximum Annual Line Item Allocations per Full-time Equivalency (FTE) | |
| Line Item | Allocation 12 Mos |
| Base Salary | \$ 58,500.00 |
| Benefits | \$ 16,379.76 |
| Supervision | \$ 14,624.49 |
| Operations | \$ 19,735.65 |
| Total Allocation per Navigator FTE | \$ 109,239.90 |

CHART B

| R&R Agency | # of FTE's | FTE Allocation 12 Mos |
|-------------------------------------------|-----------------------|----------------------------------|
| Child Care Resource Center | 2 | \$ 218,479.81 |
| Crystal Stairs, Inc. | 2 | \$ 218,479.81 |
| Mexican-American Opportunity Foundation | 1 | \$ 109,239.90 |
| Pathways | 1 | \$ 109,239.90 |
| Pomona Unified School District | 1 | \$ 109,239.90 |
| Options for Learning | 1 | \$ 109,239.90 |
| Connections for Children | 1 | \$ 109,239.90 |
| | 10 | \$ 1,092,399.00 |
| TIC Project Coordination and Consultation | | \$ 250,000.00 |
| Trauma-Informed Care | Grand Total | \$ 1,342,399.00 |

Child Care Alliance of Los Angeles
Fiscal Year (FY) 2025-2026
(July 1, 2025 - June 30, 2026)

CHART A

| Child Care Navigator | |
|----------------------------------------------------------------------|------------------------------|
| Maximum Annual Line Item Allocations per Full-time Equivalency (FTE) | |
| Line Item | Allocation 12 Mos |
| Base Salary | \$ 55,000.00 |
| Benefits | \$ 15,400.00 |
| Supervision | \$ 11,000.00 |
| Operations | <u>\$ 16,818.73</u> |
| Total Allocation per Navigator FTE | \$ 98,218.73 |

CHART B

| R&R Agency | DCFS Office | # of FTE's | FTE Allocation 12 Mos |
|---------------------------------------------------|-----------------------------|-----------------------|----------------------------------|
| | Palmdale | 1 | \$ 98,218.73 |
| | Lancaster | 1 | \$ 98,218.73 |
| Child Care Resource Center (CCRC) | West SFV | 1 | \$ 98,218.73 |
| | Van Nuys | 1 | \$ 98,218.73 |
| | Santa Clarita | 1 | \$ 98,218.73 |
| Total CCRC | | 5 | \$ 491,093.67 |
| Crystal Stairs, Inc. | Wateridge | 1 | \$ 98,218.73 |
| | Hawthorne | 1 | \$ 98,218.73 |
| | Compton-Carson | 1 | \$ 98,218.73 |
| | Vermont Corridor | 1 | \$ 98,218.73 |
| | Total Crystal Stairs | 4 | \$ 392,874.93 |
| Mexican American Opportunity Foundation (MAOF) | Belvedere | 0.5 | \$ 49,109.37 |
| | Santa Fe Springs | 0.5 | \$ 49,109.37 |
| | Total - MAOF | 1 | \$ 98,218.73 |
| Pathways | Metro North | 1 | \$ 98,218.73 |
| | Total - Pathways | 1 | \$ 98,218.73 |
| Pomona Unified School District (PUSD) | Glendora | 0.5 | \$ 49,109.37 |
| | Pomona | 0.5 | \$ 49,109.37 |
| | Total - PUSD | 1 | \$ 98,218.73 |
| Options for Learning (Options) | El Monte-Spec Prgms | 0.5 | \$ 49,109.37 |
| | Glendale | 0.5 | \$ 49,109.37 |
| | Total - Options | 1 | \$ 98,218.73 |
| Connections for Children | Torrance | 0.5 | \$ 49,109.37 |
| | West Los Angeles | 0.5 | \$ 49,109.37 |
| | Total - Connections | 1 | \$ 98,218.73 |
| Children's Home Society | South County | | |

| | | | | |
|-------------------|--------------------|-----------|-----------|---------------------|
| | Total CHS | 1 | \$ | 98,218.73 |
| Navigators | Grand Total | 1 | \$ | 98,218.73 |
| | | 15 | \$ | 1,473,281.00 |

EXHIBIT C

Line Item Budget

Child Care Alliance of Los Angeles

2025-2026 BUDGET (12 Months - Jul 1, 2025 to June 30, 2026)

| INCOME: | | TOTAL BUDGET FY2025/2026 (12 Mos.) |
|-----------|-----------------------------------------------------|---------------------------------------|
| 1 | CCALA Admin (State funds) | \$ 986,949 |
| 2 | State Funds: | |
| 3 | Navigators | \$ 1,473,281 |
| 4 | TIC | \$ 1,342,399 |
| 5 | Vouchers | \$ 10,872,622 |
| 6 | Subcontractors' Voucher Admin Costs | \$ 1,318,849 |
| 7 | Total State Funds | \$ 15,007,151 |
| | TOTAL INCOME | \$ 15,994,100 |
| EXPENSES: | | |
| I. | PERSONNEL | Amount |
| A. | Salaries (Name and Title) | |
| 1 | Cristina Alvarado, Executive Director | \$ 55,000 |
| 2 | Amie Caskey, Director II, Child Care Bridge Program | \$ 110,500 |
| 3 | Wendy Nghe, Finance Director | \$ 37,500 |
| 4 | Ray Miramontes, Fiscal Coordinator | \$ 70,791 |
| 5 | Aileen Leal, TIC QA Specialist | \$ 68,368 |
| 6 | Austin Ting, Data & Systems Coordinator | \$ 66,153 |
| 7 | Jessica Herron, Administrative Office Manager | \$ 5,354 |
| 8 | Darlyn Sivestre, QA Supervisor | \$ 73,513 |
| 9 | Lara Magboo, QA Specialist | \$ 63,084 |
| 10 | Isabella Quispe, Program Assistant | \$ 47,840 |
| 11 | QA Specialist, TBH | \$ 57,000 |
| 12 | Adela Arellano, Director of Systems and Subsidies | \$ 7,812 |
| 13 | Janelle Strohmeier, HR Director | \$ 8,750 |
| 14 | Maria Soto, HR Coordinator | \$ 4,681 |
| 15 | Nima Lkhagvadorj, Finance Coordinator | \$ 8,154 |
| 16 | Communication Manager TBH | \$ - |
| | Total Salaries | \$ 684,499 |
| B. | Benefits | |
| 1 | Social Security, FICA, SUI | \$ 65,164 |
| 2 | Health/Dental/Life | \$ 113,079 |
| 3 | Other Benefits | \$ 13,416 |
| | Total Benefits | \$ 191,659 |
| | Total Personnel | \$ 876,158 |
| II. | Supplies, Training, and Equipment | |
| A. | Office Supplies & Training/Training Materials | \$ 1,500 |
| B. | Office Equipment/Technology | \$ 2,500 |
| | Total Supplies, Training, and Equipment | \$ 4,000 |
| III. | Mileage & Parking Costs | |
| A. | Mileage & Parking | 620 |
| | Total Mileage & Parking Costs | \$ 620 |
| IV. | Operations | |
| A. | Rent/Leased Space | \$ 32,297 |
| B. | Utilities, Telephone | \$ 4,200 |
| C. | Staff Development | \$ 500 |
| D. | Professional Resources | \$ 44,200 |
| | Total Operations | \$ 81,197 |
| V. | Indirect Costs | \$ 24,973 |
| | TOTAL CCALA EXPENSES | \$ 986,949 |
| VI. | Contracted Services | |
| A. | R&R Agencies - Navigators | \$ 1,473,281 |
| B.1 | R&R Agencies - TIC Services | \$ 1,092,399 |
| B.2 | Trauma Informed Project Coord./Consultation | \$ 250,000 |
| C.1 | R&R Agencies - Vouchers | \$ 10,872,622 |
| C.2 | Subcontractors' Voucher Processing | \$ 1,318,849 |
| | TOTAL CONTRACTED SERVICES | \$ 15,007,151 |
| | TOTAL ALL EXPENSES | \$ 15,994,100 |

Child Care Alliance of Los Angeles
BUDGET NARRATIVE
Emergency Child Care Bridge Program for Foster Children
July 1, 2025 – June 30, 2026

EXPENSE:

| | | |
|---------------------|------------|-------------------|
| I. PERSONNEL | | \$ 876,158 |
| A. Salaries | \$ 684,499 | |
| B. Benefits | \$ 191,659 | |

CCALA employees and management staff support the project in the areas of administration, fiscal and programs. Salaries are reflective of a competitive salary range for the child care field and based on salary scales developed by CCALA. The percentage of time allocated to this project for each position is based on State Bridge Program objectives and tasks.

| | | |
|---------------------------------------------|----------|-----------------|
| II. SUPPLIES, TRAINING AND EQUIPMENT | | \$ 4,000 |
| A. Office Supplies, Training, Materials | \$ 1,500 | |

Office supplies include all items necessary to complete daily work assignments of the project staff and training/outreach materials for the program.

| | |
|--------------------------------|----------|
| B. Office Equipment/Technology | \$ 2,500 |
|--------------------------------|----------|

For continued modifications and maintenance to existing database in order to meet the reporting and billing requirements of the project.

| | | |
|-----------------------------------|--|---------------|
| III. MILEAGE & PARKING | | \$ 620 |
|-----------------------------------|--|---------------|

- A. Budgeted amount for mileage and parking of CCALA staff in the implementation of this project. Mileage is based on 2020 IRS rate of .70 cents per mile. We projected 50/mi/month x .70 cents x 12 mos, plus \$200 for parking.

| | | |
|-----------------------|-----------|------------------|
| IV. OPERATIONS | | \$ 81,197 |
| A. Rent/Leased Space | \$ 32,297 | |

Rent costs will cover all facilities related expenses including the cost of office space rental, building maintenance, janitorial, parking, and security services for project staff.

Facilities costs are allocated based on the number of FTE staff assigned to each program. For the Bridge program, our costs were calculated as follows:

Estimate FTE at 10% x \$25,670.08 (monthly rent) x 3 mos = \$7,701

Estimate FTE at 10% x \$26,440.18 (monthly rent) x 9 mos = \$23,796

Estimate additional annual shared cost of building operating cost = \$800

| | |
|-------------------------|----------|
| B. Utilities, Telephone | \$ 4,200 |
|-------------------------|----------|

Utilities and telephone costs will include a percent of time of CCALA project staff cell phone usage and internet connection. Estimate calculation at FTE at 10% x \$3500/mo x 12 mos.

| | |
|----------------------|--------|
| C. Staff Development | \$ 500 |
|----------------------|--------|

Staff development costs will include expenses associated with trainings, conferences, and seminars to support the objectives of the State Bridge Program.

Child Care Alliance of Los Angeles

BUDGET NARRATIVE

Emergency Child Care Bridge Program for Foster Children

July 1, 2025 – June 30, 2026

EXPENSE:

Conferences/Seminars within the State of California:

Conference fees

Accommodations

Transportation

Meals

| | | |
|--------------------------|----|-----|
| Local trainings/meetings | \$ | 500 |
|--------------------------|----|-----|

| | | |
|---------------------------|----|--------|
| D. Professional Resources | \$ | 44,200 |
|---------------------------|----|--------|

Professional Resources include subscriptions to program applications such as Box, Constant Contacts, Same Page etc., and IT support cost, meetings, and other general cost specific to the programs.

| | | |
|-------------------|----|--------|
| V. INDIRECT COSTS | \$ | 24,973 |
|-------------------|----|--------|

Indirect costs for this project include insurance and management overhead costs. Below are the estimate costs of each major category:

| | | |
|------------------------------------|----|--------|
| Administrative Salaries & Benefits | \$ | 17,981 |
|------------------------------------|----|--------|

| | | |
|---------------------|----|-------|
| General liabilities | \$ | 1,448 |
|---------------------|----|-------|

| | | |
|--------------|----|-------|
| Space/Leased | \$ | 1,205 |
|--------------|----|-------|

| | | |
|-----------------|----|-------|
| Audit and Taxes | \$ | 1,205 |
|-----------------|----|-------|

| | | |
|----------------|----|-------|
| Other overhead | \$ | 3,134 |
|----------------|----|-------|

Child Care Alliance of Los Angeles

BUDGET NARRATIVE

Emergency Child Care Bridge Program for Foster Children

July 1, 2025 – June 30, 2026

EXPENSE:

| | |
|--------------------------------|----------------------|
| VI. CONTRACTED SERVICES | \$ 15,007,151 |
| A. Navigators | \$ 1,473,281 |

Budget item funds one to five Navigators in each Resource and Referral (R&R) agency to work directly with client families. A total of 15 navigators across the county are included in this line item. Each Navigator is responsible for working with client families in the specific catchment area to be served by a DCFS regional office. Fifteen Navigators are assigned to DCFS offices based on resource parents need for child care across the county. Below is the breakdown:

| R&R Agency | DCFS Office | # of FTE's | FTE Allocation |
|------------------------------------------------|---------------------|------------|----------------------|
| Child Care Resource Center (CCRC) | Palmdale | 1 | \$ 98,218.73 |
| | Lancaster | 1 | \$ 98,218.73 |
| | West SFV | 1 | \$ 98,218.73 |
| | Van Nuys | 1 | \$ 98,218.73 |
| | Santa Clarita | 1 | \$ 98,218.73 |
| Total CCRC | | 5 | \$ 491,093.67 |
| Crystal Stairs, Inc. | Wateridge | 1 | \$ 98,218.73 |
| | Hawthorne | 1 | \$ 98,218.73 |
| | Compton-Carson | 1 | \$ 98,218.73 |
| | Vermont Corridor | 1 | \$ 98,218.73 |
| Total Crystal Stairs | | 4 | \$ 392,874.93 |
| Mexican American Opportunity Foundation (MAOF) | Belvedere | 0.5 | \$ 49,109.37 |
| | Santa Fe Springs | 0.5 | \$ 49,109.37 |
| Total - MAOF | | 1 | \$ 98,218.73 |
| Pathways | Metro North | 1 | \$ 98,218.73 |
| Total - Pathways | | 1 | \$ 98,218.73 |
| Pomona Unified School District (PUSD) | Glendora | 0.5 | \$ 49,109.37 |
| | Pomona | 0.5 | \$ 49,109.37 |
| Total - PUSD | | 1 | \$ 98,218.73 |
| Options for Learning (Options) | El Monte-Spec Prgms | 0.5 | \$ 49,109.37 |
| | Pasadena | 0.5 | \$ 49,109.37 |
| Total - Options | | 1 | \$ 98,218.73 |
| Connections for Children | Torrance | 0.5 | \$ 49,109.37 |
| | West Los Angeles | 0.5 | \$ 49,109.37 |
| Total - Connections | | 1 | \$ 98,218.73 |
| Children's Home Society (CHS) | South County | 1 | \$ 98,218.73 |
| Total CHS | | 1 | \$ 98,218.73 |
| Navigators | Grand Total | 15 | \$1,473,281 |

Child Care Alliance of Los Angeles
BUDGET NARRATIVE
Emergency Child Care Bridge Program for Foster Children
July 1, 2025 – June 30, 2026

EXPENSE:

B.1 Trauma-Informed Care Trainers \$ 1,342,399
 \$ 1,092,399

This line item funds ten FTE trainers/coaches who have been trained in Trauma Informed content for the purpose of the project, which is to offer trainings and provide coaching support to with and provide support to child care providers in the area of Trauma Informed Care. Below is the breakdown:

| R&R Agency | # of FTE's | FTE Allocation |
|-----------------------------------------|------------|--------------------|
| Child Care Resource Center | 2 | \$ 218,479.81 |
| Crystal Stairs, Inc. | 2 | \$ 218,479.81 |
| Mexican-American Opportunity Foundation | 1 | \$ 109,239.90 |
| Pathways | 1 | \$ 109,239.90 |
| Pomona Unified School District | 1 | \$ 109,239.90 |
| Options for Learning | 1 | \$ 109,239.90 |
| Connections for Children | 1 | \$ 109,239.90 |
| Children's Home Society | 1 | \$ 109,239.90 |
| | 10 | \$1,092,399 |

B.2 TIC Project Coordination and Consultation \$ 250,000

The TIC Coordination and Consultation is the support provided in the Trauma-Informed Care program sub-contracted to Drew Child Development Corporation. No new positions have been added. Program maintenance includes continued TIC coordination support, such as submitting reports to Contractor, scheduling trainings, group coaching facilitation, 1:1 skill-building sessions, and other consultation services.

| | | |
|-----------------------------|--------------------|--------------------|
| Trauma-Informed Care | Grand Total | \$1,342,399 |
|-----------------------------|--------------------|--------------------|

C.1 Vouchers \$ 10,872,622

R&R agencies will be subcontracted to provide child care vouchers to eligible client families based on State Bridge Program objectives. Eligible families may receive a time-limited child care voucher to help cover costs for foster children in this program.

C.2 Subcontractors' Voucher Processing \$ 1,318,849

This is the maximum allowable cost for Subcontractors (R and R/AP agencies) to process the vouchers paid to child care providers for emergency child care services, which is approx. 10.82% broken out from the total voucher Allocation of \$12,191,471.

SOLE SOURCE CHECKLISTDepartment Name: Department of Children and Family Services

New Sole Source Contract



Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

| Check (✓) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item. |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist”</i> |
| <input type="checkbox"/> | ➤ Compliance with applicable statutory and/or regulatory provisions. |
| <input checked="" type="checkbox"/> | ➤ Compliance with State and/or federal programmatic requirements. |
| <input type="checkbox"/> | ➤ Services provided by other public or County-related entities. |
| <input checked="" type="checkbox"/> | ➤ Services are needed to address an emergent or related time-sensitive need. |
| <input type="checkbox"/> | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement. |
| <input type="checkbox"/> | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods. |
| <input type="checkbox"/> | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods. |
| <input type="checkbox"/> | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. |
| <input type="checkbox"/> | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract. |
| <input type="checkbox"/> | ➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

Michael J. Martinez

Digitally signed by Michael J. Martinez
Date: 2025.05.16 09:40:33 -07'00'_____
Chief Executive Office_____
Date

SOLE SOURCE JUSTIFICATION

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Section 2.5 of the Los Angeles County Services, Supplies & Equipment Contract/Purchasing Policy Manual (Attachment III).

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:

1. What is being requested?
A sole source contract with Child Care Alliance of Los Angeles effective July 1, 2025 - June 30, 2026 for Emergency Child Care Bridge Program for Foster Children.
2. Why is the product needed – how will it be used?
Child Care Alliance of Los Angeles (CCALA) will coordinate child care services to be provided by the eight (8) Resource & Referral and three (3) Alternative Placement Program agencies in Los Angeles County as part of the Emergency Child Care (ECC) Bridge Program for Foster Children.
3. Is this “brand” of product the only one that meets the user’s requirements?
Yes, on March 18, 2024, DCFS released a Request for Information in an effort to gather alternative options from organizations with specific experience in operational management of child care services related to ECC Bridge Services. There were no responses received. For this reason, CCALA is readily available to continue to provide DCFS with resources that address the complex care needs of foster children within the County.
4. Have other product/vendors been considered?
Yes, however no other responses were received when DCFS released a Request for Information.
5. Will purchase of this product avoid other cost? Not applicable
6. Is this product proprietary or is it available from various dealers?
CCALA is readily available to continue to provide DCFS with resources that address the complex care needs of foster children within the County as no responses were received from other organizations. No other agencies responded when DCFS released a Request for Information.
7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector DCFS provides free/discounted child care to Resource Parents.
8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment? Not applicable

Approval Signature: _____ Date: _____



CLAIRE RAMSEY
ACTING DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

October 14, 2024

Leticia Torres-Ibarra, Division Manager
Claudia Pineda, Section Manager
Department of Children and Family Services
County of Los Angeles
510 S. Vermont Avenue
Los Angeles, California 90020

**SUBJECT: REQUEST FOR APPROVAL TO PROCURE BY NEGOTIATION A
FOUR-YEAR EMERGENCY CHILD CARE BRIDGE CONTRACT WITH
CHILD CARE ALLIANCE OF LOS ANGELES**

Dear Ms. Torres-Ibarra:

The California Department of Social Services (CDSS) has reviewed the October 1, 2024, request by the Los Angeles County Department of Children and Family Services (DCFS) to Procure by Negotiation a four-year contract with Child Care Alliance of Los Angeles (CCALA) for Emergency Child Care (ECC) Bridge Services. DCFS' requested term would be effective July 1, 2025, through June 30, 2026, with three additional one-year options to extend through June 30, 2029. CDSS approves DCFS' request for the reasons noted below.

Your letter states that the County's ECC Bridge Services are contracted with CCALA, which works with multiple Resource and Referral agencies and Alternative Placement Program agencies countywide, to support childcare needs of resource family providers and to facilitate foster children transition to home-based family care. The request also notes that DCFS is pending response to a Request for Information (RFI), which was released on March 18, 2024, in effort to gather alternative options from organizations with experience in operational management of childcare services related to ECC Bridge Services.

Under CDSS Manual of Policies and Procedures (MPP) section 23-650.1.18, procurements by negotiation are allowable when necessitated by "unique circumstances." DCFS suggests that a procurement by negotiation is based on the effective determination that CCALA is the only single source available to fulfill the services of the contract.

Per MPP section 23-650.1.15, contracts may be negotiated without formal advertising when the services at issue are "impracticable to secure competition," when there is a

Page Two
Ms. Torres-Ibarra

determination “through a formal, publicly advertised, pre-bid survey” that “only one source exists or only one source is willing and available to fulfill the contract” (MPP section 23-650.1.15.151).

Because of the ongoing need in childcare placement resources, DCFS is facing unique circumstances in addressing home-based family care for foster children. The absence of response to DCFS’ RFI indicate that CCALA is currently the only one source that is adequately available to provide DCFS with resources to address the complex care needs of foster children within the County.

Moreover, DCFS’ plan to extend the contract by way of three additional one-year options allows DCFS the ability to issue a future competitive solicitation for these services and move to an alternative option should a more qualified organization be identified in the future.

As of this juncture, DCFS has demonstrated that it is taking measures to ensure the County achieves the most practical solution. For the reasons stated above, CDSS determines there are unique circumstances that make the services currently impracticable to secure through competition that justify DCFS’ request to procure by negotiation a four-year contract (specifically, a one-year term with three one-year options to extend) with CCALA.

For comments or questions, I may be reached at Marissa.Enos@dss.ca.gov.

Sincerely,

Marissa Enos  Digitally signed by Marissa Enos
Date: 2024.10.15 10:16:54 -07'00'

Marissa Enos, Bureau Chief
Contracts and Procurement Services Branch
Purchasing, IT Acquisitions, and Grants Bureau



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020
 (213) 351-5602




BRANDON T. NICHOLS
 Director

JENNIE FERIA
 Chief Deputy Director

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 Third District
 JANICE HAHN
 Fourth District
 KATHRYN BARGER
 Fifth District

December 27, 2024

To: Supervisor Kathryn Barger, Chair
 Supervisor Hilda L. Solis
 Supervisor Holly J. Mitchell
 Supervisor Lindsey P. Horvath
 Supervisor Janice Hahn

From: Brandon T. Nichols 
 Director

NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH CHILD CARE ALLIANCE OF LOS ANGELES FOR EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to request the Board's approval for a Sole Source Contract with Child Care Alliance of Los Angeles (CCALA) for the continued administration of the Emergency Child Care (ECC) Bridge Program for Foster Children.

On October 14, 2024, DCFS received approval from the California Department of Social Services (CDSS) to negotiate a four-year contract with CCALA. The initial term will be effective July 1, 2025 through June 30, 2026, with three additional one-year options to extend through June 30, 2029. The Maximum Contract Amount will be \$15,994,100, financed by 100 percent State Funds. The Maximum Contract Amount is subject to change based on the Annual Planning Allocations provided by CDSS.

The current contract term with CCALA will expire on June 30, 2025. On March 18, 2024, DCFS released a Request for Information (RFI) in an effort to gather alternative options from organizations with specific experience in operational management of child care services related to ECC Bridge Services. There were no responses received for this RFI. For this reason, CCALA is the only agency that is readily available to DCFS with resources that address the complex care needs of foster children within the County.

The Honorable Board of Supervisors
December 27, 2024
Page 2

DCFS will proceed with negotiations for the Sole Source Contract within four weeks of this notification, unless otherwise instructed by the Board Office.

If you have any questions or need additional information, you may call me, or your staff may contact Aldo Marin, Board Liaison, at (213) 371-6052.

BTN:JF:CMM:RW
LTI:CP:SK:ab

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