



BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

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

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



Board of Supervisors

HILDA L. SOLIS  
First District

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KATHRYN BARGER  
Fifth District

December 09, 2025

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

Dear Supervisors:

**RECOMMENDATION TO AWARD TEN CONTRACTS TO PROVIDE CHILD ABUSE  
PREVENTION,  
INTERVENTION AND TREATMENT SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to award ten new contracts, procured through Request for Proposals (RFP) #23-0009, to provide Child Abuse Prevention, Intervention and Prevention (CAPIT) services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute ten new CAPIT services contracts (substantially similar to Attachment A) for an initial five-month term effective February 1, 2026, through June 30, 2026, with the County's option to extend up to four additional one-year periods and a seven-month optional term effective July 1, 2030, through January 31, 2031. The Maximum Annual Contract amount is \$3,102,000.00, financed by 100 percent State funds. The sufficient funding for the CAPIT services contracts is included in the Adopted Fiscal Year (FY) 2025-2026 Budget and will be included in subsequent DCFS budget requests.
2. Delegate authority to the Director of DCFS, or designee, to extend the contracts by amendment or written notice to exercise optional contract terms provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and Chief Executive Office (CEO), in writing, within 10 business days of executing such amendments.

3. Delegate authority to the Director of DCFS, or designee, to extend the contracts by amendments or written notice for an additional six months beyond January 31, 2031, if such time is necessary to allow time to complete a solicitation, provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and CEO, in writing, within 10 business days of executing such amendments.

4. Delegate authority to the Director of DCFS, or designee, to increase or decrease the Maximum Annual Contract amount by up to ten percent when such a change is necessitated by additional and necessary services, provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and CEO, in writing, within 10 business days of executing such amendments.

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

6. Delegate authority to the Director of DCFS, or designee, to negotiate and execute amendments to the CAPIT contracts for any mergers, acquisitions or changes in ownership; for any revisions required by changes in local, state, and federal regulations; or for necessary changes to meet the needs of the CAPIT program, provided that: a) County Counsel approval is obtained and b) DCFS notifies the Board and CEO, in writing, within 10 business days of executing of such amendments.

7. Delegate authority to the Director of DCFS, or designee, to execute amendments to contractors willing to perform work left from an agency that chooses to sunset or terminate their contract by increasing the maximum annual contract amount not to exceed 50 percent. Such increase is to be reallocated among the remaining contracts providing services in the same Service Planning Area (SPA) or a contiguous SPA for current and future extension periods, provided: a) funding is available, b) County Counsel approval is obtained prior to executing the notifies the Board and the CEO in writing within 10 business days of executing the amendments, and (c) DCFS amendments.

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

The CAPIT program is an integrated, comprehensive approach to strengthening families who are at risk of or already experiencing problems in family functioning, with the goal of assuring that children are maintained in a safe and nurturing environment. Services include, but are not limited to counseling, parenting support, parenting education, referral assistance and case management services.

The purpose of the recommended action is to prevent and treat child abuse and neglect. The CAPIT program will provide a range of child abuse and neglect prevention, intervention and treatment services to at risk families. This array of services is designed to strengthen family resilience and nurture the development of healthy behaviors, while assisting families in the development of their own Protective Factors: Parental resilience, Social Connections, Knowledge of parenting and child development, Concrete support in times of need, and Social and Emotional Competence of Children.

In addition, the recommended action will prevent a lapse in these services, as the current contracts will be terminated on January 31, 2026.

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

The recommended actions are consistent with the principles of the Countywide Strategic Plan North Stars: 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 and community and contracting partners.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract amount is \$3,102,000, financed by 100 percent State funds. In addition, the contractors provide an in-kind match in an amount equal to, or more than, ten percent of the Maximum Annual Contract amount as required by Welfare and Institutions Code Section 18961(5).

Funding for the CAPIT contracts is included in the DCFS FY 2025-26 Recommended Budget.

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

The current CAPIT contracts were awarded effective July 1, 2020, through June 30, 2023, with two optional one-year extension periods through June 30, 2025, as adopted by the Board of Supervisors on June 16, 2020. On June 10, 2025, the Board of Supervisors approved the CAPIT contracts to be extended beyond the original contract term on an automatic month-to-month basis, effective July 1, 2025, through June 30, 2026, to complete the RFP solicitation process. This Board letter requests your approval of the recommended contracts resulting from the completed RFP solicitation.

On July 21, 2023, the California Department of Social Services granted DCFS authority to procure CAPIT services for a five-year contract term. One CAPIT contractor will provide services in each of the eight SPAs and two CAPIT contractors will provide services countywide for the Native Hawaiian/Asian Pacific Islander (NH/API) and American Indian/Alaskan Native (AI/AN) populations, as listed in Attachment B.

County Counsel and the CEO have reviewed this Board letter. County Counsel has approved the Contract (Attachment A) as to form.

### **CONTRACTING PROCESS**

On April 23, 2024, DCFS released the CAPIT RFP #23-0009 to solicit ten new contracts. The RFP was posted on the Internal Services Department LA County Solicitations website and the DCFS Contracts website. In addition, the contracting opportunity was advertised in eight local newspapers, covering all areas of Los Angeles County. There were no Solicitation Requirements Reviews received.

On May 23, 2024, DCFS held a Proposers' Conference. A total of 56 individuals representing 19 agencies attended the Proposers' Conference held via Webex. Five out of the eight agencies

currently providing CAPIT services attended the conference. DCFS received a total of 36 electronic proposals from 20 different agencies by the deadline of July 17, 2024. Seven of the current CAPIT contractors submitted proposals.

Responsiveness Reviews were performed on all 36 proposals submitted. Two of the four agencies that submitted proposals for the American Indian/Native Alaskan and Asian Pacific Islander populations were disqualified. Failure of the Proposers to comply with the Minimum Mandatory Requirements eliminated their proposals from any further consideration. The Disqualification Notice and Transmittal to Request for a Disqualification Review was sent to both disqualified proposers on September 6, 2024. DCFS did not receive a Request for a Disqualification Review from either of the disqualified agencies.

On October 3, 2024, a CAPIT RFP Evaluator Orientation was held via Microsoft Teams. Subsequently, evaluators were assigned to a SPA to review and rate a range of three to six proposals based on the number of proposals submitted for their assigned SPA. All CAPIT proposals were evaluated in the following areas: Background and Experience, Approach, Quality Assurance, and Cost. Informed Averaging Meetings were held for each team to discuss the basis for scores given to each proposal.

Eight agencies were recommended for ten contract awards. On July 3, 2025, tentative selection and non-selection letters were sent to contractors. A total of 11 agencies, that submitted 18 non-selected proposals, requested a debriefing by the deadline. CAD completed all the Debriefing Meetings between the dates of July 24, 2025, and September 12, 2025. The non-selected proposers did not submit a Proposed Contractor Selection Review request.

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

Approval of the new contracts for CAPIT will allow the County to continue to help facilitate services to the target population of children and families residing in the County of Los Angeles and will help maintain the array of services designed to strengthen family resilience, nurture the development of healthy behaviors, and improve child safety in the homes.

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

### **CONCLUSION**

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

The Honorable Board of Supervisors

12/9/2025

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Respectfully submitted,

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

BRANDON T. NICHOLS

Director

BTN:LEM:RT:KRLTI:AO:CK:tj

Enclosures

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



BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

LISA E. MANDEL  
Acting Chief Deputy Director

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*"To Enrich Lives Through Effective and Caring Service"*

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Respectfully submitted,

BRANDON T. NICHOLS  
Director

BTN:LEM:RT:KR  
LTI:AO:CK:tj

Enclosures

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

**ATTACHMENT A**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT  
(CAPIT) PROGRAM**

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### **UNIQUE EXHIBITS**

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

|          |  |
|----------|--|
| <b>J</b> | Charitable Contributions Certification |
|----------|--|

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

|          |   |
|----------|---|
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Sample Contract

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR)  
FOR  
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_, providing services in Service Planning Area (SPA) \_\_\_\_.

**RECITALS**

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

WHEREAS, the Contractor is a public governmental entity or non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501(c)(3) of the Internal Revenue Code, specializing in providing Child Abuse Prevention, Intervention, and Treatment Services; and

WHEREAS, County has determined that the services to be provided under this Contract are necessary to provide a range of child abuse and neglect prevention, intervention and treatment services to at risk families; and

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

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

# 1 **APPLICABLE DOCUMENTS**

Exhibits A through L 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  |
| Exhibit B | Price Sheet  |
| 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 (Confidentiality Forms) |
| Exhibit G | Safely Surrendered Baby Law  |
| Exhibit H | Auditor-Controller's Handbook  |
| Exhibit I | User Complaint Report (UCR)  |

## **Unique Exhibits:**

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

|           |  |
|-----------|--|
| Exhibit J | Charitable Contributions Certification |
|-----------|--|

### **Information Security and Privacy Requirements**

|           |   |
|-----------|---|
| Exhibit K | Information Security and Privacy Requirements |
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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 DEFINITIONS

### 2.1 Standard Definitions:

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

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 **Contract:** This Contract executed between County and Contractor. Included are all supplemental Contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an Contract with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contractor Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.1.6 **County Contract Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, foods, services and other work provided by the Contractor.
- 2.1.7 **County 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.
- 2.1.8 **County Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **DCFS:** The County's Department of Children and Family Services
- 2.1.11 **Director:** The County's Director of Children and Family Services.

- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.1.13 Program:** The work to be performed by Contractor as defined in Exhibit A – Statement of Work
- 2.1.14 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.15 Subcontract:** A Contract by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 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 Contract.

### 3 WORK

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

### 4 TERM OF CONTRACT

- 4.1** The initial term of this Contract will be **five (5) months**, commencing on February 1, 2026 or after execution by County's Board of Supervisors, and will expire on June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to **four (4)** additional one (1) year periods, from July 1, 2026 through June 30, 2030, and an additional optional seven (7) month term effective July 1, 2030, through January 1, 2031, for a maximum total Contract term of **five (5) years**. Each such extension option may be exercised at the sole discretion of the Director of DCFS or their designee as authorized by the Board of Supervisors.

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

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

- 4.4** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the Contract term, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum for this Contract is \$310,200.

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

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

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

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

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

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

### **5.5 Invoices and Payments**

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

- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Price Sheet) and Exhibit C (Line Item Budget and Budget Narrative).
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

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

**5.5.6 County Approval of Invoices**

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

- 5.5.7** Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) days after the last day of the month the services were rendered will constitute as "past due invoice." Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which services were rendered. County may, in its sole discretion, pay some or small of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same timeframes will also apply to the submission of the Contractor's final invoice.

- 5.5.8** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 5.5.9** Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.
- 5.5.10** In compliance with the Internal Revenue Service (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor-Controller.
- 5.5.11** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments which exceeds the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceeds the Maximum Annual Contract Sum for said Contract year.
- 5.5.13** **Suspension and Withholding of Payment:** In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.14** County and Contractor agree that this is a firm-fixed priced price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified

in Exhibit B – Price Sheet, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.

**5.5.15** Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

**5.5.16** Contractor's Budget is attached hereto and incorporated by reference here in as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects, and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a real location of the Budget, or a material change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

**5.5.17** Contractor, without prior approval of County, may reallocate up to a maximum of 10 percent (10%) 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. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

**5.5.18** Contractor must limit administrative and indirect costs to 10 percent (10%) of the total expenditures of the Contract funds.

**5.5.19 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](#)).

**5.6 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 a 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 Contractor 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 contract 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 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

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

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

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

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

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

- 6.3.1** Ensuring that the objectives of this Contract are met;
- 6.3.2** Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- 6.3.3** Meeting with the Contractor's Program Manager on a regular basis;
- 6.3.4** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

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

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

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

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

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

### **7.1 Contractor Administration**

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

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

### **7.2 Program Manager**

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

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

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

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

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

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

## **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's and subcontractor'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 7.6, as determined by

County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an

amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director, or their designee.

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

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

**8.1.4** The DCFS Director, or their designee, may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

- a) The Amendment must be in compliance with the applicable County, State and Federal regulations;
- b) The Board of Supervisors has appropriated sufficient funds in County's budget; and
- c) The Amendment is for a decrease or an increase, of not more than ten percent (10%) correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum.

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

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any

claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The Contractor will use the "User Complaint Report" – Exhibit I as part of their policy.

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

## **8.6 Compliance with Applicable Law**

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that

in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

**8.6.4** Failure by Contractor to comply with such laws and regulations will be a material breach of this Contract and may result in termination of this Contract.

## **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**



- 8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2** For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary 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 Contract and a copy of the Jury Service Program must be attached to the Contract.
- 8.8.2.3** If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for

an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified,

permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

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

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto: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 of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a

Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

**8.12.4.1** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.4.4** If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after

debarment was imposed; or 4) any other reason that is in the best interests of the County.

**8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

These terms will also apply to subcontractors of County Contractors.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/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**

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

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

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

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

## **8.17 Employment Eligibility Verification**

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

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

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

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

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure

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

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

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

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

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

## **8.22 Independent Contractor Status**

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

**8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.



- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).
- 8.22.5** Contractor must cause each employee performance services covered by this Contract to sign and adhere to Exhibit F2, "Contractor's Employee Acknowledgment and Confidentiality Agreement."

## **8.23 Indemnification**

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

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

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

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

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

- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division, Section 2  
Attention: Tajia Joseph, Contract Analyst  
[ContractorInsurance@dcfs.lacounty.gov](mailto:ContractorInsurance@dcfs.lacounty.gov)  
[josepT@dcfs.lacounty.gov](mailto:josepT@dcfs.lacounty.gov)

- 8.24.2.6** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could

result in the filing of a claim or lawsuit against Contractor and/or County.

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

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

**8.24.4 Cancellation of or Changes in Insurance**

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

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

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

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

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

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

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

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

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

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

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

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

### **8.25 Insurance Coverage**

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

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

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

#### **8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and

thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Sexual Misconduct Liability**

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

##### **8.25.4.2 Professional Liability-Errors and Omissions**

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

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Intentionally Omitted**

##### **8.25.4.5 Intentionally Omitted**

##### **8.25.4.6 Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will

not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Coverage limits may be decreased only with the written approval of the DCFS Program Manager based upon the maximum number of sensitive records (e.g. Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each Contract during each Contract year.

#### **8.25.4.7 Intentionally Omitted**

### **8.26 Liquidated Damages**

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

**8.26.2** If the DCFS Director, or their designee, determines that there are deficiencies in the performance of this Contract that the DCFS Director, or their designee, deems are correctable by the Contractor over a certain time span, the DCFS Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DCFS Director, or their designee, may deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages will be agreed upon at such time and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be

deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

**8.26.4** This paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

**8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

**8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to:



employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors or proposers 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.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

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

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

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

### **8.34 Notices**

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

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

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in

response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

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

**8.37.1.2** During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Director. The County will not unreasonably withhold written consent.

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

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

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating

to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside 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 Intentionally Omitted**

**8.38.4** Contactor 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 standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor will forward copies of such reports to DCFS.

**8.38.5** 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.

**8.38.6** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

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

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

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

**8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

**8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

**8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Child Abuse Prevention, Intervention, and Treatment Program Manager  
510 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

**8.40.9** Contractor will obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. Contractor will maintain a make available upon request of County Program Manager all the following documents:

**8.40.9.1** An executed Exhibit F3 – Contractor Non-Employee Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

**8.40.9.2** Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage requirements, of this Contract.

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

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

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

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

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

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

**8.42 Termination for Convenience**

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

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

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

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

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

**8.43 Termination for Default**

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

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

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

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

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

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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



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

**8.44 Termination for Improper Consideration**

- 8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**8.45 Termination for Insolvency**

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1** Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2** The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3** The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4** The execution by the Contractor of a general assignment for the benefit of creditors.

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

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

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

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

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

**8.48 Validity**

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

**8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 Warranty Against Contingent Fees**

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

**8.50.2** For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price

or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through a 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 Contracts as well as civil liability.

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

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

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

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

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

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for

twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

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

- 9.2.1** County must be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2** 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 must have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** 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 Program Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** 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.

**9.2.6** All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Contract.

**9.3 Intentionally Omitted**

**9.4 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 J (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](#))

**9.5 Data Destruction**

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

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

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

Contractor 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 must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

**9.6 Intentionally Omitted**

**9.7 Contractor Accounting and Financial Reporting**

**9.7.1** Contractor must establish and maintain an accounting system include internal controls and financial reporting, which must meet the minimum



requirements for Contract accounting as described in Exhibit H, Auditor-Controller Contract Accounting and Administration Handbook.

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

## **9.8 Contractor Alert Reporting Database (CARD)**

The County maintains database 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.

## **9.9 Child Abuse Prevention Reporting**

- 9.9.1** Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline at 1-800-540-4000 or the Child Abuse Reporting Electronic System at <https://reportchildabusela.org> whenever Contractor reasonably suspects that a child has been a victim of abuse or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

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

- 9.9.2.1** 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.
- 9.9.2.2** The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- 9.9.2.3** The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

## **9.10 Conduct of Program**

Contractor must abide by all terms and conditions imposed and required by this Contract and must comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of state and federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including, but not limited

to, performance documentation, report and evaluation requirements, will be a breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **9.11 Employee Benefits and Taxes**

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

**9.11.2** County will have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from his Contract or Contractor's performance hereunder.

## **9.12 Fixed Assets**

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

## **9.13 Former Foster Youth Consideration**

**9.13.1** Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor must give consideration (after County employees, and GAIN/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor must notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or email, 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  
1933 S. Broadway, 6<sup>th</sup> Floor, Los Angeles, CA 90007  
[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

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



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

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

#### **9.14 Office Location**

**9.14.1** Contractor must ensure they have a physical location in the designated service SPA available to the client.

**9.14.1.1** Within thirty (60) days of Contract start date, Contractors must have their required service office location in place.

**9.14.2** The space must be able to facilitate counseling, case management, and Parent Education services. County Designee must approve and confirm the identified location.

**9.14.3** In addition to CAPIT services, the location should have comprehensive services such as classes other than parenting, communal groups, or family-friendly activities to provide the opportunity for socialization and engagement.

**9.14.4** County Designee must approve and confirm the identified location.

#### **9.15 Hours of Operation**

**9.15.1** Contractor must make CAPIT services available from 9:00 a.m. to 7:00 p.m. M-F and a minimum of four (4) hours on either Saturday or Sunday in the service area they are contracted to serve within 60 days from the Contract award.

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

**9.15.3** Contractor must submit to the Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours operation.

**9.15.4** Contractor's Program Manager or County approved alternate must have full authority to act for Contractor on all matters related to the daily operation on this Contract, and must be available during County's regular business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to County inquiries and to discuss program areas.

**9.15.5** Contractor must not be required to work on the follow County holidays:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez Day (Last Monday in March)
- Memorial Day (Last Monday in May)

- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving Day)
- Christmas Day (December 25)

#### **9.16 Contract Negotiations**

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

#### **9.17 Contract Mandatory Orientation**

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

#### **9.18 Intentionally Omitted**

#### **9.19 Shared Documents**

**9.19.1** Contractor must ensure that all confidential documents and papers, as defined under state law (include, 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.

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

#### **9.20 Use of Funds**

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

#### **9.21 State Energy Conservation Plan**

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

## **9.22 Social Enterprise (SE) Preference Program**

- 9.22.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.22.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.22.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.22.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:
  - 9.22.4.1** Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - 9.22.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
  - 9.22.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **10 Survival**

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

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

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Intentionally Omitted)

Paragraph 10 (Survival)

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

XXXX

Name of Agency

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

Brandon T. Nichols, Director

Department of Children and Family Services

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

XXXX

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL

DAWYN R. HARRISON, COUNTY COUNSEL

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

David Beaudet, Senior Deputy County Counsel

Exhibit A: Child Abuse Prevention, Intervention and Treatment - CAPIT  
COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**S T A T E M E N T   O F   W O R K**

CHILD ABUSE, PREVENTION,  
INTERVENTION and TREATMENT (CAPIT)

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**Child Abuse Prevention, Intervention and Treatment (CAPIT)**  
STATEMENT OF WORK

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Technical Exhibit 4: DCFS Integrated Core Practice Model

Technical Exhibit 5: Protective Factors Survey, 2<sup>nd</sup> edition (PFS-2)

Technical Exhibit 6: Monthly Client Service Log

Technical Exhibit 7: Monthly Invoice

Technical Exhibit 8: Contract Discrepancy Report



**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT - CAPIT****SECTION A - PREAMBLE**

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

The County of Los Angeles' Vision is to enrich lives through effective and caring service, and empower people through knowledge and information. 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 Goals of: I) Prevention and II) Child Safety and Family Well-Being. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

**SECTION B – PROJECT FOUNDATION****1.0 PURPOSE**

Child Abuse Prevention, Intervention and Treatment (CAPIT) Program Services are mandated by California State Assembly Bill 1733 aimed at preventing and treating child abuse and neglect. The CAPIT program will provide a range of child abuse and neglect prevention, intervention and treatment services to at risk families. Services must consist of:

- 1) Intake and Assessment;
- 2) Individual, Family and Group Counseling;
- 3) Case Management (including linkage or referral for aftercare services); and
- 4) Parenting Education Services.

This array of services is designed to strengthen family resilience and nurture the development of healthy behaviors, while assisting families in the development of their own Protective Factors:

**The Protective Factors** are the foundation of the Strengthening Families approach. Extensive research supports the common-sense notion that when these Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminishes. Please see Strengthening Families Protective Factors Framework (Technical Exhibit 1) at the Center for the Study of Social Policy's Strengthening Families™ Approach (<https://www.cssp.org/>).

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

In DCFS Los Angeles County, an additional Protective Factor includes:

Nurturing and Attachment: How the caregiver bonds with, shows love to, and supports their child.

- 1) The Protective Factors should support and increase safety. Safety can be defined as acts of protection demonstrated over time that mitigate danger/harm. The safety should be able to be demonstrated by observable behavioral changes. The changes should be noted in the progress notes and case plans.
- 2) The protective capacities must be able to be deliberately and immediately mobilized. They must be identified "Acts of Protection" that are specific, concrete actions that can be monitored/supported to insure safety threats and worries are mitigated.
- 3) Protective capacities must be ACTIONS taken, which are immediate, specific and verifiable in order to mitigate specific safety threats and worries.

## SECTION C – SERVICE DESCRIPTION

### 2.0 SCOPE OF WORK

The goal of CAPIT services is to prevent child maltreatment before it occurs, mitigate risk factors associated with child abuse and neglect, provide intervention and treatment services to address the negative consequences and trauma of maltreatment, prevent re-maltreatment and re-entry into the public child welfare system and increase child safety in the home. CAPIT funding is intended to assist community-based agencies in augmenting service deliverables in the Strengthening Families' approach in the areas of Parental Resilience, Children's Social and Emotional Development and Knowledge of Parenting and Child Development. The success of CAPIT services can be determined by initial and subsequent family involvement with DCFS during and after service provision; as well as the level of said involvement with DCFS. These successes can be confirmed

by data comparison via the Child Welfare Services Case Management System (CWS/CMS).

One (1) CAPIT funded Contractor will be identified for each of the eight (8) Service Planning Areas (SPAs). Two (2) countywide funded agencies will provide services for the Native Hawaiian/Asian Pacific Islander (NH/API) and American Indian/Alaskan Native (AI/AN) populations. Contractor must ensure that all clients residing within their contracted area have adequate access to CAPIT services. CAPIT services must be geographically accessible to clients. There may be areas within a SPA with a high demand for services. Contractor AND County may work collaboratively to identify and assess factors that may contribute to a high need for services in a particular area. County reserves the right to determine high demand areas requiring increased CAPIT services.

2.1.1 The Contractor must demonstrate the existence of a ten (10) percent in-kind match that will support the goals of child abuse and neglect prevention, and intervention.

## **1.0 TARGET POPULATION**

In general, the target population for CAPIT Services is the children and families who are in need of services to prevent future child maltreatment and/or DCFS involvement including underserved cultural communities (i.e. women, LGBTQIA2S+ (Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, Two-Spirit,+), People of Color: African American, LatinX, Asian Pacific Islander, Native American, etc.).

CAPIT services target children and families residing in the County of Los Angeles in the following priority:

- 1) Families with open Department of Children and Family Services (DCFS) cases;
- 2) Families who are unable to receive Department of Mental Health services;
- 3) Families referred by community stakeholders such as schools, hospitals and law enforcement agencies, who are in need of services to prevent future child maltreatment; and
- 4) General population residing in Los Angeles County (including self-referred).

All contracted services need to culturally and linguistically match the target population receiving services including children and families that require services for the deaf and hard of hearing as indicated in Technical Exhibit 2, Deaf and Hard of Hearing Request for Services Form and Technical Exhibit 3, Expense Claim for Services Rendered to Serve the Deaf and Hard of Hearing. Additionally, there is a designated countywide CAPIT contract to meet the language and cultural needs of the Native Hawaiian/Asian Pacific Islander (NH/API) clients and a designated CAPIT contract to meet the cultural needs of the American Indian/Alaska Native (AI/AN) families.

## 1.0 SERVICES

### 1.1 INTAKE AND ASSESSMENT

Contractor will identify all children and families for Native Hawaiian/Asian Pacific Islander (NH/API) and American Indian/Alaskan Native (AI/AN) cultural and language needs. If the family has a NH/API cultural and/or language need that the Contractor cannot provide, the Contractor may refer the family to the countywide NH/API CAPIT Contractor or any other appropriate agency. If the family identifies as AI/AN, the Contractor will offer to refer the family, at family's request, to the countywide AI/AN CAPIT Contractor, or any other appropriate agency.

Contractor must include an assessment using the Strengthening Families Protective Factors Framework, (Center for the Study of Social Policy's Strengthening Families™ Approach) during intake. The contracted agency is responsible for developing an appropriate intake.

- 1) Intake will be completed in person, unless an alternative method is requested and approved by clinical supervisor and County Program Manager, and consists of collecting demographic and identifying information for all clients that will be used for statistical purposes, assessment of the program and fulfillment of the State Office of Child Abuse Prevention annual report. The data will include, but not be limited to, name, date of birth, and services received.
- 2) The intake process must include verification of Los Angeles County residency. Appropriate documentation for verifying Los Angeles County residency includes, but is not limited to, a copy of any paperwork (i.e. home bills, school reports) or identification card which has the family's address printed, or an affidavit created by the agency in which the family attests their current Los Angeles County address.
- 3) In the event the Contractor receives a referral from DCFS or a community stakeholder, the Contractor must attempt an initial telephonic contact within two (2) business days or receipt of referral.

The Contractor must make three (3) attempts within ten (10) business days to reach the referred individual/family, documenting all attempts. If the Contractor is unable to make contact with the referred, they are to contact the source of the referral via email or phone to obtain updated information to help reach the referred individual/family prior to closing the referral.

All efforts must be documented and the Contractor must maintain a log of all DCFS and community stakeholder referrals.

- 4) Contractor must engage the individual and/or family in the case planning process. Contractor must utilize the protective factors language to develop a Case Plan (consistent with Technical Exhibit 4, DCFS Integrated Core

Practice Model) which meets the unique needs for each child and family member. The intake assessment will guide the initial development of the case plan for the individual and/or family.

- 5) Contractor must ensure that the Case Plan includes, at a minimum, documentation of the following and must address the protective factor(s) which were assessed for strengthening needs:
  - 1) Identify basic needs;
  - 2) Identify therapeutic needs;
  - 3) Identify short and long term goals and objectives;
  - 4) Identify intervention strategies; and
  - 5) Include the date, name and signature of both the staff completing the Case Plan and the individual who is acknowledging with their signature they are in agreement with the Case Plan.
- 6) Contractor must update and reapprove the case plan quarterly (at minimum) after the initial case plan. The updated plan will include any changes from Section 4.1.5 in addition to the client's past progress as well as any new goals and intervention strategies. Concluding Case Plans must include an exit/termination plan. The service provider and client are to sign and date any updated or re-approved Case Plans.
- 7) In the event that the Contractor is at capacity for CAPIT services the Contractor must give families the option to be on a wait-list, or an attempt must be made to refer the individual or family for services at a community agency that is easily accessible geographically and is compatible with the individual's or family's schedule.
- 8) For families on a wait-list, the Contractor must contact the individual/family no less than once per week to provide an update on their position on the waitlist and/or linkage/referral to other needed/requested services within 30 calendar days.

## **5.0 CASE MANAGEMENT AND LINKAGE SERVICES**

- 5.1 Case Management is a collaborative process of assessment planning, facilitation, case coordination, evaluation, and advocacy for services to meet specific individual's and family's needs. Case Management serves to promote quality outcomes between clients and the care delivery system. Having procedures in place ensures quality, consistency and coordination of services.

Contractor's Case Management services must include, but are not limited to:

- 1) Continuing assessment of the individual's needs;
- 2) Developing a trusting relationship with the individual and/or family;
- 3) Addressing those needs through direct service provision;
- 4) Screening for and linkage to appropriate referrals;
- 5) Ensuring case plan objectives are met;

- 6) Monitoring of progress; and
- 7) Creating an exit plan.

5.1.1 Contractor must provide all clients with Case Management services.

5.1.2 Contractor must document all Case Management services on progress notes in the individual and/or family case records. Documentation of all services provided to the individual or family through CAPIT must include dates, duration of time, type of contact (face-to-face or telephonic), who participated in the session, description of what occurred during the session, and signature of the contract staff providing the service.

5.1.3 Contractor must develop a Referral and Linkage log for supplemental family/recreational services. Supplemental family/recreational services are family-friendly activities that support social connectedness and well-being such as classes, peer groups, leisure and craft activities, exercise classes, etc. Supplemental family/recreational services must be noted separately from case progress notes. Documentation must include the date of linkage and/or referral, type of linkage and/or referral, the agency to which the client was linked and/or referred, and documentation of follow-up to assure services were received by the client. Contractor must provide proof of the referral and linkages log upon request.

5.1.3.1 Contractor must have a network of linkages within the SPA where the Contractor is providing services.

5.1.4 As noted under Section 4.1.6, the Contractor must update or re-approve the Case Plan quarterly after the initial Case Plan. The updated or reapproved plan will include any changes in addition to the clients' progress and any new goals and intervention strategies. Concluding, Case Plans must include an exit/termination plan. The service provider and client are to sign and date any updated or re-approved Case Plans. Case Plans are fluid and may be revised as client needs change, but must be completed no less than quarterly.

5.1.5 Contractor must ask families to complete a County approved Protective Factors Survey (Technical Exhibit 5) near the beginning of services after establishing rapport, at six (6) month intervals and near termination of services as one of the ways to measure the effectiveness of services. Additionally, the Contractor must ask families to complete a Customer Satisfaction Survey. The Contractor must aggregate all the data in an annual performance data outcome report.

5.1.5.1 Contractor must electronically enter The Protective Factors Survey and Customer Satisfaction Survey information/data collected for the month into the link provided by the County within 30 calendar days. Contractor must inform County DESIGNEE the identified staff who will enter the information obtained from the Protective Factors Survey and Customer Satisfaction Survey into the survey link

## 6.0 COUNSELING SERVICES

- 6.1 Counseling services provide assistance and guidance in personal, social, educational and psychological challenges. The counseling service is a goal-based collaborative process provided by professionals to individuals, families, and groups involving a non-judgmental, supportive counselor who works with a client in telling their story, setting viable goals, and developing strategies and plans necessary to accomplish these goals.
- 6.1.1 All counseling and treatment services are provided face-to-face or at minimum in person every 5<sup>th</sup> visit, with client's request, clinician's recommendation and County Designee's approval. The agency must meet with the client in person to create the case plan and subsequent case plan updates.
- 6.2 Treatment services must be provided by Level 1 or Level 2 Professional Staff. Contractor must provide families with treatment in order to:
- 1) Address mental health issues;
  - 2) Address, assist, and provide treatment for intimate partner violence and/or anger management related issues;
  - 3) Address sexual abuse;
  - 4) Address child abuse and neglect.
  - 5) Address complex needs (*Complex needs are trauma needs (generational, institutional and personal trauma) and concrete needs (due to poverty), that can contribute to substance use, intimate partner violence and mental health issues that can contribute to the maltreatment of children.*)
- 6.3 Contractor must provide families with face-to-face counseling services to:
- 1) Help identify and gain insight in trauma related issues;
  - 2) Identify substance abuse issues and refer for treatment;
  - 3) Help raise self-awareness and understanding;
  - 4) Assist in development of insight.
  - 5) Help identify and assist in solving family problems;
  - 6) Help identify and assist in day to day functioning; and
  - 7) Help identify personal, vocational, and educational goals.
- 6.4 Crisis response may be provided via telephone by Contractor. Contractor must address individual and family related crisis, assess in a timely manner with the consultation of the clinical supervisor and respond accordingly.
- 6.5 Counseling services may be provided face-to-face in the office, off-site (e.g. schools), or in the home.
- 6.6 All counseling services are to be documented on progress notes in client files utilizing protective factors language to indicate objective, intervention, response and plan. Documentation of all services provided to the person through CAPIT must include dates, time spent, type of contact, who participated in the session, description of what occurred during the contact, and signature of the person

## **7.0 PARENTING EDUCATION SERVICES**

- 7.1 These services assist parents in acquiring skills and knowledge about the development of their children and their relationship with them. The service must assist parents in developing positive discipline techniques and understanding age appropriate child development skills and milestones. Additionally, parenting education must assist the parent in gaining insight into the relationship between their own childhood experiences to their current parenting challenges.

Services that support and enhance parenting skills through training in areas such as: 1) child development; 2) alternative discipline; 3) improve parent/child communication; 4) anger management; and 5) impulse control. Parenting Training services must use a parenting modality with a set curriculum that focuses on understanding children's needs, parenting goals, and practice Contractor must use the state and County approved Evidence Based Practice (EBPs), when directly providing Parenting Training Services/ Fatherhood Programs to case plan participants. At minimum, staff providing parenting training services/ fatherhood program, must be a credentialed instructor. Staff must have proof of training (Certificate of Completion) in the modality being used by the parenting and fatherhood instructor or agency. Contractor must ensure that staff providing parent training services/fatherhood program must have eight (8) hours of continuing education in parent education/child development/ childhood trauma annually. Contractor must provide a certificate to the participant upon successful completion of the program.

- 7.1.1 Contractor must provide a minimum of one parent education group annually.
- 7.1.2 Contractor's staff providing Parent Education must be Level 1 or Level 2 Professional staff trained and certified in the EBP approved curriculum. Contractor must have staff trained within 60 days from the contract start date.
- 7.1.3 The Contractor, at Contractor's expense, must provide staff providing Parenting Education services with appropriate training to teach the required curriculum.
- 7.1.4 The Contractor, at Contractor's expense, must purchase materials necessary for administering an EBP approved curriculum.
- 7.1.5 The Contractor must require regular attendance by each parent, and Contractor must evaluate the skills and knowledge gained by each parent. The parent's progress must be documented in case progress notes.
- 7.1.6 The Contractor must provide a monthly report of the participant's progress; and share this report with the DCFS Children's Social Worker (CSW).
- 7.1.7 Contractor must administer parenting groups at the agency or off-site to meet the needs of the community.



7.1.8 The Contractor must maintain a file for each group which will include promotional flyers advertising the group, sign-in sheets and copies of participant's certificates of completion and required EBP curriculum required supplemental documents.

7.1.9 The Contractor must aggregate all data from the participating parenting classes into the annual performance data outcome report.

## **8.0 SAFELY SURRENDERED BABY LAW AND SAFE SLEEP CAMPAIGN**

8.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster and display brochures in a prominent position at the Contractor's place of business. The Contractor will encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information on how to receive the poster can be found at [www.babysafela.org](http://www.babysafela.org).

8.1.1 The Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

8.1.2 The Contractor must provide education and information about the Safely Surrendered Baby Law to all individuals and families receiving CAPIT services. This service must be documented in the case file.

8.2 The Contractor acknowledges that the County places a high priority on the implementation of the Safe Sleep Campaign. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safe Sleep" poster and display brochures in a prominent position at the Contractor's place of business. The Contractor will encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information on how to receive the poster can be found at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.2.1 The Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safe Sleep Campaign and its implementation in Los Angeles County.

8.2.2 The Contractor must provide education and information about the Safe Sleep Campaign to all individuals and families receiving CAPIT services. Additionally, all CAPIT individuals and families must be counseled and acknowledge the receipt of the Safe Sleep

Campaign information. This service must be documented in the case file.

## 9.0 SUBCONTRACTING

The Contractor must not subcontract the requirements of this contract with the exception of the two county-wide contracts for NH/API and AI/AN. The NH/API and AI/AN Contractor's may only subcontract with the advance approval of the County. Please refer to section 8.40 of the contract for further details on subcontracting.

## 10.0 CONTRACTOR'S STAFFING

Contractor must be responsible for securing and maintaining staff who meet minimum qualifications and possess sufficient experience and essential expertise to provide services required in this SOW. All staff must be able to document case plans, assessments, updates, notes, and summaries in English.

10.1 Contractor's CAPIT staff must consist of the following:

10.1.1 **Level 1 Professional Staff:** May provide any of the following CAPIT services: intake and assessment, individual, family and group treatment and counseling, case management, and parenting education.

The Contractor's Level 1 Professional staff must be registered with the Board of Behavioral Sciences as an Associate or licensed as an LMFT, LCSW, LPCC or Licensed Psychologist.

10.1.2 **Level 2 Professional Staff:** May provide any of the following CAPIT services: intake and assessment, individual, family and group counseling, case management, and parenting education.

The Contractor's Level 2 Professional staff at minimum must possess at least one of the following: MSW, MFT, MS or MA in Counseling or Psychology, Certified Drug Counselor plus four years applicable work experience in the field at a community based agency, BA or BS in Counseling or Psychology plus four years applicable work experience in the field, BSW plus four years applicable work experience in the field.

10.1.2.1 Volunteers who meet the qualification for Level 1 or Level 2 staff may provide services. However, their service hours are not eligible for reimbursement. Their hours may be utilized to meet the in-kind requirement.

10.1.2.2 Master's Level Interns, who are currently completing their Master's educational requirements in the human service field, at an accredited university, can be utilized by agencies to provide counseling sessions.

10.1.2.3 Master Level Interns must receive weekly clinical supervision

by a licensed individual in accordance with the Board of Behavioral Sciences. Additionally, weekly supervision notes regarding topics covered and supervision provided must be maintained on a weekly basis and will be intermittently reviewed by DCFS program monitors to promote quality supervision.

**10.1.3 Program Manager:** Contractor's Program Manager must be responsible for Contractor's day-to-day activities as related to this Contract and must coordinate with County Program Manager on a regular basis.

10.1.3.1 The Contractor's Program Manager cannot hold the title of Executive Director, Chief Financial Officer, Chief Executive Officer or Chief Information Officer.

10.1.3.2 The Contractor's Program Manager at minimum must possess one of the following degrees MSW, MFT, MS or MA in Counseling or Psychology plus two years' work experience.

10.1.3.3 The Contractor's Program Manager must be available from 9 am -6 pm M – F to respond to County inquiries and must have full authority to act for Contractor on all matters relating to the daily operation of this contract.

10.1.3.4 Contractor's Program Manager must attend all meetings as required by the County Program Manager.

**10.1.4 Clinical Director:** Contractor's Clinical Director must be responsible for managing the clinical supervision of service providing CAPIT staff.

10.1.4.1 The Contractor's Clinical Director at minimum must possess one of the following: LCSW, LMFT, LPCC or Licensed Psychologist and two years' relevant supervisory work experience.

10.1.4.2 Contractor's Clinical Director must ensure all licensed staff providing clinical services are provided with a minimum of one hour of weekly case consultation with an LCSW, LMFT, LPCC, or Licensed Psychologist. Consultation may be held individually or as a group.

10.1.4.3 Contractor's Clinical Director must ensure non-licensed staff receive, at minimum, one hour of case supervision with an LCSW, LMFT, LPCC or Licensed Psychologist on a weekly basis.

10.1.4.4 Contractor's Clinical Director must maintain copies of sign-in logs, agendas and any other supervision and or consultation materials which must be made available to the County Program Manager upon request. Contractor's Clinical Director must ensure supervision logs are signed by the staff receiving supervision and the professional providing the consultation and/ or supervision.

The logs must include information on items/topics discussed in the supervision.

10.1.4.5 Contractor's Clinical Director must randomly identify 12 families annually to contact quarterly throughout the duration of their services with the agency. These quality assurance contacts with the client may be face-to-face or over the phone. These contacts must be documented as part of the case plan update. The contacts must include but not limited to assessing the family's comfort in communicating with their service provider, the family's perception of the quality of services they are receiving, the family's overall interaction and accessibility to staff and services, and the family's advancement in the progress towards meeting their goals and objectives.

10.2 Contractor must ensure all staff providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community served.

10.2.1 Contractor's Clinical Director or Program Manager must ensure that all direct service staff providing CAPIT services receive regular, ongoing training.

Training must consist of a minimum of 24 hours to include, but not limited to: 1) identifying child safety issues (including intimate partner violence, substance use and mental health issues); 2) instructing staff and volunteers in mandated reporting requirements; 3) working with families affected by abuse and neglect (including trauma-informed care); 4) learning methods of identifying and building family strengths; 5) helping parents build on their own skills and confidence; 6) promoting positive parent-child and family interaction; 7) learning record keeping procedures, documentation and accurate completion of forms and surveys; 8) linking families to community services and resources; 9) DCFS Integrated Core Practice Model; 10) Protective Factor Framework; 11) working with diverse populations (including LGBTQIA2S+, minority populations, disabled, etc.); 12) implicit bias; and 13) the state approved Evidence Based Practice parent education curriculum. The County reserves the right to request training records. If Contractor is providing Intimate Partner Violence, Mental Health, an/or Parent Education services directly to case plan participants, Contractors must use state and county approved EBP(s) from the approved list.

10.2.2 The Contractor's Clinical Director or Program Manager must maintain copies of training certificates, in-service training sign-in sheets and training agendas which must be made available to the County Program Manager upon request.

10.2.3 The Contractor's staff must complete a minimum 24 hours of training annually.

10.2.4 The Contractor's licensed staff must provide proof of training as required by their licensing body.

10.3 Contractor's personnel files for all staff must include at minimum:

10.3.1 Copies of all application materials, including resumes, verification of educational degrees, professional licenses, work experience, employment eligibility verification, confidentiality and child abuse reporting agreements, and most recent criminal background clearances.

10.4 Contractor must ensure there is a sufficient number of bilingual staff to meet the language needs of the community served. Any bilingual staff must be able to document case plans, assessments, updates, notes, summaries in English.

10.5 Contractor must provide the County Program Manager a roster of all staff at the beginning of each Contract term. The Contractor must notify the County Program Manager of any staff changes within five (5) business days, including the new staff's name, title, and qualifications. Contractor must ensure that no interruption of services occur as a result of the change in personnel.

## 11.0 OFFICE LOCATION AND HOURS OF OPERATION

11.1 CAPIT services must be available from 9:00 a.m. to 7:00 p.m. M-F and a minimum of four (4) hours on either Saturday or Sunday in the service area they are contracted to serve within 60 days from the contract start date.

11.2 Contractor must ensure they have a physical location in the designated service SPA available to the client that is able to facilitate counseling, case management, and Parent Education services.

11.2.1 In addition to CAPIT services, the location should have other comprehensive services such as classes other than parenting, communal groups, or family-friendly activities to provide the opportunity for socialization and engagement.

11.2.2 County Designee must approve and confirm the identified location.

## 12.0 INVOICES, REPORTS AND RECORD KEEPING

12.1 Contractor must invoice fifty percent (50%) of their annual funds by the eighth month of the annual contract (or the County may exercise its authority to redistribute up to 10% of the Contractor's funding to another CAPIT Contractor who has utilized fifty percent (50%) of their annual funding by the seventh month of the annual contract) for that contract period.

12.1.1 Contractor must invoice via the Child Abuse Prevention Payment System (CAPPAY) by the 15<sup>th</sup> calendar day of the month following the report month. From the CAPPAY system, the Contractor will generate a monthly invoice statement and Monthly Client Service logs (Technical Exhibit 6). A printed copy with original signatures on the Monthly invoice (Technical Exhibit 7) and Monthly Client Service logs (Technical Exhibit 6) must be mailed to the Finance Section and a copy must be mailed to the County Program Manager.

12.1.2 Contractor must bill on the quarter of an hour and based on the

classification of the staff providing services (Level 1 or Level 2 Professional). All services billed, must be documented in individual/family case files and/or parenting group file. All activities that are invoiced (using Technical Exhibit 7, Monthly Invoice) must be signed by the service provider.

12.1.3 Parenting Education, counseling and support groups are billed for the length of time of the actual group, not the number of participants, and one additional hour if necessary, for preparation. Progress notes extensively documenting individual client progress or concerns in groups are billable at one-quarter of an hour (.25/hours) under Case Management Services.

12.1.4 Contractor may bill a maximum of two no-shows or cancellations per client, per year, billable at one-quarter of an hour (.25/hours). The no-show or cancellation must be documented in the client file.

12.1.5 The invoice must reflect that the Level 1 staff must bill for a minimum of 50% of the service units. Level 2 staff cannot bill greater than 50% of the service units which includes Master Level Interns. Master Level Interns cannot bill greater than 25% of Level 2 service units.

12.1.5.1 Master Level Interns can be utilized under the weekly clinical supervision of licensed staff and cannot bill greater than 25% of the service units. Community Based Support Division Program Manager can modify the percentages based on identified needs of families.

12.1.6 The CAPIT Program is in the process of finalizing an electronic platform called the Family Assessment Form (FAF) data based system, to enhance documentation and the ability to capture needed data. CONTRACTORS will be required to utilize FAF upon development and implementation of the data system.

## 12.2 ANNUAL REPORT

Contractor must provide the County Program Manager with an annual report, on the date determined by the County Program Manager, which will include information required for the annual State Office of Child Abuse Prevention (OCAP) report. The annual report must also include, but not be limited to:

- 1) A summary of the Contractor's program goals and activities;
- 2) A summary of the Contractor's accomplishments and challenges;
- 3) A summary of the Contractor's data including but not limited to, units billed for various services, and general demographics on the individuals and families served; and
- 4) Contractor's program service findings, Strengthening Families: Protective Factor outcomes and Parent Education outcomes.

A hard copy of the annual report with the Executive Director's signature must be mailed by the designated due date as requested by the County Program Manager.

12.3 The Contractor must provide the County with an annual report on each of their Subcontractors that must include but not be limited to:

- 1) A summary of the Subcontractor's program goals and activities;
- 2) A summary of the Subcontractor's accomplishments and challenges;
- 3) A summary of the Subcontractor's data including but not limited to, units billed for various services, and general demographics on the individuals and families served; and
- 4) Subcontractors program service findings, Strengthening Families: Protective Factor outcomes and Parent Education outcomes.
- 5) The Contractor must monitor to ensure all sub-contractors adhere to the same program and service standards outlined in this SOW.

12.4 The County reserves the right to request additional records and data (including but not limited to Protective Factors Survey data, internal agency data collection, and consultant data collection), and reports as needed.

### **13.0 QUALITY ASSURANCE PLAN**

The Contractor must establish and maintain a Quality Assurance Plan (QAP) to guarantee the requirements of the contract are met.

13.1 Contractor must submit a draft of its QAP for evaluation to demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan must be provided to the County Program Manager within thirty (30) days of the contract start date and as changes occur.

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

13.2.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work, Performance Outcome Measures. Contractor must include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

13.2.2 Methods for insuring uninterrupted service to DCFS in the event of a strike (or any other possible disruption in service which may include medical leaves and vacations) by Contractor's employees or any other potential disruption in service.

13.2.3 Methods for ensuring that Strengthening Families Protective Factor surveys, needs assessments, individualized service plans and case essential documentation are completed as required.

13.2.4 Methods for ensuring that families are engaged and participate in the development and/or selection of services and supports selected for

implementation as part of the CAPIT contract.

13.2.5 Methods for ensuring that all services and supports are accessible and welcoming to families.

13.3 Contractor must not utilize any employee or Subcontracted Network Partner, whose work has been deemed deficient and unacceptable by the County. All subcontracts are subject to approval by the County Program Manager.

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

13.4 The QAP will be reviewed annually by Contractor and County Program Manager and revised, if needed.

#### **14.0 QUALITY ASSURANCE MONITORING**

The County Program Manager, or other personnel authorized by the County, will monitor and evaluate Contractor's performance under this contract using the quality assurance procedures specified in this Statement of Work, Performance Outcome Measures.

14.1 Contractor will be subject to a program review by the County, at a minimum of once per year, for the period of the contract. Contractor must make available to the County, upon request, the following records for review:

14.1.1 Client Case Records;

14.1.1.1 All documents pertaining to client intake, progress, and termination must be documented in English.

14.1.2 Financial Records, including but not limited to Single Audit/Audit Financial Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices.

14.1.3 If Contractor's performance requirements are not met, the County Program Manager may call Contractor, and/ or send Contractor a User Complaint Report (UCR), Exhibit I of the sample contract. Contractor must respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the County Program Manager.

14.1.4 Contractor must submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the technical review, including billing deficiencies, thirty (30) calendar days of the receipt of the Technical Review Findings.

#### **14.2 CONTRACT DISCREPANCY REPORT (Technical Exhibit 8)**

14.2.1 Verbal notification of a Contract discrepancy will be made to the Contract



Program Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

14.2.2 The County Contract Program Manager will determine whether a formal Contract Discrepancy Report (CDR) must be issued. Upon receipt of this document, the Contractor must respond in writing to the County Contract Program Manager within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County Contract Program Manager within five (5) workdays.

#### 14.3 COUNTY OBSERVATIONS

14.3.1 In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 14.4 MEETINGS

Contractor's Program Manager must attend all meetings as required by the County Program Manager. Meetings to be scheduled by County at minimum quarterly or more frequently as needed/determined by County Program Manager.

### 15.0 GREEN INITIATIVE PLAN

15.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

### 16.0 TRANSFER OF RECORDS

At the start of a new contract, Contractor must accept transitioned cases from the prior contractors. The new Contractor must submit a plan of coverage to the County Program Manager for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from the prior contractor. The plan of coverage must include:

- 1) Telephone contact with the family within three weeks of the 30-day transition period
- 2) A face-to-face contact with the family within five business days from the telephone contact
- 3) An initial case plan for the family within 30 days of the initial face-to-face with the family.

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

contract termination or as soon as possible in the event of a non-renewal.

## **16.0 EVALUATION**

Contractor must actively participate in annual performance reviews to assess achievement of performance measures. Contractor must collect and share client identifying information such as name, date of birth, and any assigned agency identification numbers.

Contractor must actively participate in evaluation activities. Said evaluations on activities include, but are not limited to, collection and sharing of data on:

- 1) Program Implementation;
- 2) Participant Characteristics; and
- 3) Participant Outcomes.

## **SECTION D - PERFORMANCE OUTCOME MEASURES**

Contractor must adhere to the measures established in Section D of this Statement of Work.

**SECTION D – LONG TERM  
PERFORMANCE OUTCOME MEASURES**  
Child Abuse Prevention, Intervention, and Treatment (CAPIT)

| OUTCOME PERFORMANCE INDICATOR   | PERFORMANCE TARGET   | MONITORING METHODS  |
|---|--|---|
| 1. Contractor shall assess referred clients for the services requested on the CAPIT referral and document reasons if requested services are not offered to the clients. (SOW, Sec 4.0)                          | 1. 100% adherence to County requirements as stated in this contract. | 1. Case documents/<br>Monthly Reports as requested by CPM.<br><br>On-Site Technical Reviews by Program Monitors.  |
| 2. Contractor shall provide Case Management services to all CAPIT clients. (SOW, Sec 5.0)   | 2. 100% adherence to County requirements as stated in this contract. | 2. Case documents/<br>Monthly Reports as requested by CPM.<br><br>On-Site Technical Reviews by Program Monitors.  |
| 3. Contractor shall offer at least one parent education group, unless approved otherwise by the Program Manager. (SOW, Sec 7.1.1)   | 3. 100% adherence to County requirements as stated in this contract. | 3. Case documents/<br>Monthly Reports as requested by CPM.<br><br>On-Site Technical Reviews by Program Monitors.  |
| 4. Contractor shall provide counseling services, using either Level 1 or Level 2 staff under the supervision of a licensed clinician. (SOW, Sections 6.0; 10.1)   | 4. 100% adherence to County requirements as stated in this contract. | 4. Case documents/<br>Monthly Reports as requested by CPM.<br><br>On-Site Technical Reviews by Program Monitors.  |
| 5. CAPIT services shall facilitate the development and strengthening of protective factors; consistent with the DCFS Integrated Core Practice Model and the Protective Factors Framework. (SOW, Sec 1.0, 4.1.4) | 5. 100% adherence to County requirements as stated in this contract. | 5. Pre and post-Protective Factors Survey.<br><br>Case documents/<br>Monthly Reports as requested by CPM.<br><br>On-Site Technical Reviews by Program Monitors. |

|   |  |  |
|---|--|--|
| <p>6. Of the families that received and/or completed CAPIT services, the percentage who were stabilized or made progress towards increasing protective factors.</p> | <p>6. Shall meet the minimum of 70%.</p> | <p>6. Pre and post-Protective Factors Survey.</p> <p>Client Satisfaction Survey.</p> <p>Case documents/ Monthly Reports as requested by CPM.</p> <p>On-Site Technical Reviews by Program Monitors.</p> |
|---|--|--|

**LIST OF TECHNICAL EXHIBITS for STATEMENT OF WORK**  
Child Abuse Prevention, Intervention and Treatment (CAPIT)

|                     |   |
|---------------------|---|
| Technical Exhibit 1 | Strengthening Families Protective Factors Framework Logic Model           |
| Technical Exhibit 2 | Deaf and Hard of Hearing Request for Services Form                        |
| Technical Exhibit 3 | Expense Claim for Services Rendered to Serve the Deaf and Hard of Hearing |
| Technical Exhibit 4 | DCFS Integrated Core Practice Model                                       |
| Technical Exhibit 5 | Protective Factors Survey, 2 <sup>nd</sup> edition (PFS-2)                |
| Technical Exhibit 6 | Monthly Client Service Log  |
| Technical Exhibit 7 | Monthly Invoice   |
| Technical Exhibit 8 | Contract Discrepancy Report   |



## Protective Factors Framework

Protective factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and healthy development. Most often, they are seen as attributes that help families successfully navigate difficult situations. A protective factors framework is an organized set of strengths-based ideas used to guide programs, services, supports and interventions aimed at preventing child maltreatment and promoting healthy outcomes. The Strengthening Families Protective Factors Framework from the Center for the Study of Social Policy ([www.strengtheningfamilies.net](http://www.strengtheningfamilies.net)) distills extensive research in child and family development into a core set of protective factors that everyone can understand and recognize in their own lives. Los Angeles County has adopted a definition of Safety and the use of Six Protective Factors as a framework for practice. For more information pertaining to the Six Protective Factors Framework visit [https://www.childwelfare.gov/pubPDFs/guide\\_2021.pdf](https://www.childwelfare.gov/pubPDFs/guide_2021.pdf)

### **Safety = Acts of Protection Demonstrated Over Time that Mitigate Danger/ Harm**

#### **SIX PROTECTIVE FACTORS**

##### **Nurturing and Attachment**

*Assess how the parent/partner shows affection, attunement, love and support for the child. Can you see instances of shared happiness? How do caregivers understand and empathize with child's experience? Closely observe interactions between all adults and the children in the home.*

##### **Social Connections**

*Identify family/friends and community/spiritual supports. Who knows about the safety worries? How can they help? Assess parent's readiness to accept help from others. Utilize a Child and Family Team as a Safety Network.*

##### **Parental Resilience**

*Assess the family's strength's and stressors with focus on how parent copes with challenges. Assess how unresolved trauma, mental health concerns, partner violence and/or substance use impacts the parent's ability to safely care for their child.*

##### **Knowledge of Child Development**

*Assess what a parent knows about what their child's need to learn and grow. Are expectations appropriate for their age/capacity? What is the parent's understanding of how their behaviors may be impacting their child?*

##### **Concrete Supports in Times of Need**

*Assess a parent's ability to tap into their community resources and access services/supports to meet the family's basic needs (finances, food, job, etc.). Any worries about family separations impacting housing stability?*

##### **Social and Emotional Competence of Children**

*Assess the strengths and vulnerabilities of children regarding communication, eating, sleeping, making friends, and school functioning. Pay special attention to those under age 5/special needs/drug exposed/SOGIE. Obtain other perspectives (relatives, teachers, collaterals, etc.).*

## Technical Exhibit 2

### DEAF AND HARD OF HEARING REQUEST FOR SERVICES FORM

|                |                 |                         |
|----------------|-----------------|-------------------------|
| Agency Name    | Contract Number | Date of Request         |
|                |                 |                         |
| Agency Address |                 | Proposed Service Period |
|                |                 |                         |
|                |                 |                         |

| Client Name | Proposed Vendor/Payee | Proposed Service/Reason for Request | Proposed Amount |
|-------------|-----------------------|-------------------------------------|-----------------|
|             |                       |                                     |                 |

\_\_\_\_\_  
*Agency Representative Name (Print)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Exec. Director / Project Manager (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### APPROVAL:

\_\_\_\_\_  
DCFS Program Administration  
Name and Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Technical Exhibit 3

### EXPENSE CLAIM FOR SERVICES RENDERED TO SERVE THE DEAF AND HARD OF HEARING

|                       |
|-----------------------|
| <b>Agency Name</b>    |
|                       |
| <b>Agency Address</b> |
|                       |
|                       |

|                      |
|----------------------|
| <b>Date of Claim</b> |
|                      |
| <b>Claim Period</b>  |
|                      |

| Date | Client Name | Client ID Number | Vendor/Payee | Check Number         | Amount |  |
|------|-------------|------------------|--------------|----------------------|--------|--|
|      |             |                  |              |                      |        |  |
|      |             |                  |              |                      |        |  |
|      |             |                  |              |                      |        |  |
|      |             |                  |              |                      |        |  |
|      |             |                  |              |                      |        |  |
|      |             |                  |              |                      |        |  |
|      |             |                  |              |                      |        |  |
|      |             |                  |              | <b>TOTAL CLAIMED</b> |        |  |

☐ Original Receipts / Invoices are attached.

☐ Please mail check.

☐ Please call when check is available so we can pick it up.

\_\_\_\_\_  
**Cashier's Name (Print)**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Exec. Director / Project Manager (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### APPROVAL:

\_\_\_\_\_  
DCFS Program Administration  
Name and Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

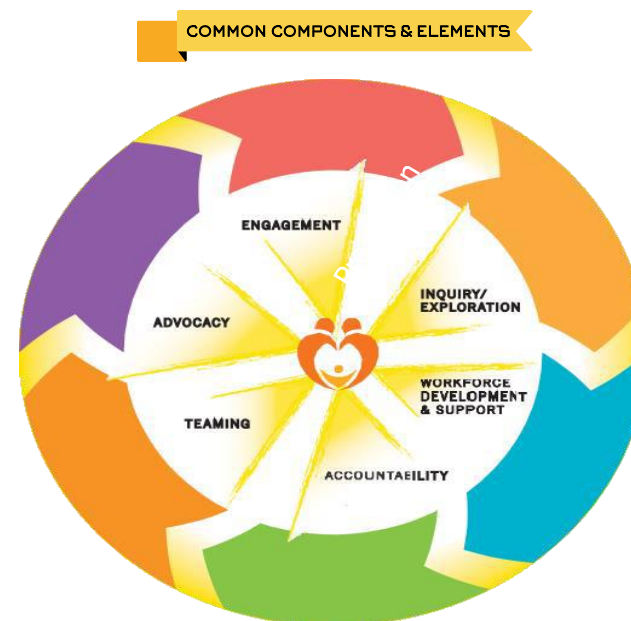


## INTEGRATED CORE PRACTICE MODEL

### CASEWORK COMPONENTS – WHAT WE DO

The model has six key practice components. The practice components are the basic activities of collaborative work with children, youth, and families involved with child welfare. They are:

- **PREVENTION** – Child welfare prevention efforts focus on reducing risk factors and strengthening or increasing protective factors in families through a variety of programs and initiatives including differential response and home visiting.
- **ENGAGEMENT** – Family engagement is a family-centered and strengths-based approach to partnering with families in making decisions, setting goals, and achieving desired outcomes. It is founded on the principle of respect—communicating openly and honestly with families in a way that supports disclosure of preferences, family dynamics and culture, and individual experiences, so that the individual needs of every family and child can be met.
- **ASSESSMENT** – Assessment is a continuous process of discovery with families that leads to better understanding of the events and behaviors that brought the children and families into services, helps families identify the underlying needs that affect the safety, permanency, and well-being of the family, children, and youth.
- **PLANNING AND SERVICE DELIVERY** – Service planning involves working with the family and their team to create and tailor plans to build on the strengths and protective capacities of the youth and family members, in order to meet the individual needs for each child and family.
- **MONITORING AND ADAPTING** – Monitoring and adapting are part of the practice of continually monitoring and evaluating the effectiveness of the plan while assessing current circumstances and resources. It is the part of the planning cycle where the plan is reworked as needed.
- **TRANSITION** – Transition is the process of moving from formal supports and services to informal supports, when intervention by the formal systems is no longer needed.



*The programs and practices that have informed the development of the Casework Components and Practice Elements have had extensive community and tribal participation in their development and/or implementation at local and statewide levels.*

- The elements that are included in the Practice Model are reflective of the elements that have been developed and supported by both state and local partners.
- Key programs include: Katie A., California Partners for Permanency, Safety Organized Practice, Family to Family, among others.
- County, community, and tribal members have participated in the development or implementation of these practices, or both.

## Protective Factors Survey, 2nd Edition (PFS-2)

### Retrospective (Program Information)

*This form is for staff use only and should be completed by a staff member who is familiar with the program participant. Please remove this form prior to giving the survey to the participant to complete.*

Agency Name: \_\_\_\_\_ Participant ID # \_\_\_\_\_

Date Survey Completed: \_\_\_\_\_ Program Start Date: \_\_\_\_\_ Program Completion Date: \_\_\_\_\_

Please select the activity participated in below (select all that apply):

- A. Counseling
- B. Parent Education
- C. Case Management

**1. How was the survey completed? (Select one)**

- A. In a face-to-face interview
- B. By the participant with assistance available from program staff to explain items as needed
- C. By the participant without program staff present

**2. How was the client referred? (select one)**

- A. Self-Referred
- B. Child Protective Services/DCFS
- C. Court
- D. Community Program
- E. Other

**3. Has the participant been reported to Child Protective Services?**

- A. Yes
- B. No
- C. Not Sure

**4. If yes, when?**

- A. Before starting the program
- B. During the program
- C. After completing the program

**5. If yes, was the report substantiated?**

- A. Yes
- B. No
- C. Not Sure

**6. History of Domestic Violence/IPV**

- A. No known history
- B. DV Investigation
- C. Previous DV of serious nature
- D. Prior court action
- E. Partner currently in treatment for DV

**7. Substance Abuse**

- A. Currently has substance abuse issues
- B. Formerly had substance abuse issues
- C. No history of substance abuse issues

**8. Does any caregiver in the home have a history or incarceration? Check all that apply**

- A. Mother
- B. Father
- C. Stepmother
- D. Stepfather
- E. Grandparent
- F. Relative caretaker
- G. Parent's Partner
- H. Other Person
- I. No caregiver has a known history

**9. Is the participant currently receiving services from any of the following? (Please check all that apply)**

- A. Employment Development Department (Unemployment, Disability)
- B. Department of Children and Family Services
- C. Department of Mental Health
- D. Department of Public Social Services
- E. Department of Public Health
- F. Housing Authority (Housing Authority of the City of Los Angeles, Housing Authority of the County of Los Angeles)
- G. Juvenile Justice
- H. Probation
- I. Regional Center
- J. Social Security Administration
- K. None of the above
- L. Decline to answer

**10. This PFS-2R is being administered at:**

- A. Initial survey
- B. Follow-up survey
- C. The final termination survey at end of CAPIT services



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*Please remove this form prior to giving the survey to the participant to complete.*



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# Encuesta de Factores de Protectores (SPFS-2)

## Retrospectiva

Nombre de la agencia \_\_\_\_\_

ID del participante \_\_\_\_\_

Fecha en que fue completada la encuesta: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Sus respuestas a esta encuesta son confidenciales. Si necesita usted ayuda en llenar la encuesta, pida a un miembro de la agencia. Favor de pensar en cuándo empezó el programa. Para cada pregunta, marque la primera línea basado en cómo se sentía usted o qué le pasó ANTES de comenzar el programa. En la segunda línea, responda basado en cómo se siente o qué le pasa AHORA (hoy en día).**

|  |        | A.<br>Para nada<br>parecido<br>a mi vida | B.<br>No muy<br>parecido<br>a mi vida | C.<br>Algo<br>parecido<br>a mi vida | D.<br>Bastante<br>parecido<br>a mi vida | E.<br>Igual a<br>mi vida |
|--|--------|--|---------------------------------------|-------------------------------------|---|--------------------------|
| 1. El futuro parece bueno para` nuestra familia.   | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 2. En mi familia nos tomamos tiempo para escucharnos unos a otros.   | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 3. Hay cosas que hacemos como familia que son especiales solo para nosotros.                                 | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 4. Mi hijo se porta mal solo para molestarme.  | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 5. Siento que siempre les digo a mis hijos "no" o "basta".   | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 6. Tengo luchas de poder frecuentes con mis hijos.   | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 7. La manera como le contesto a mi hijo depende de cómo me siento.   | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 8. Tengo gente que cree en mí.   | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 9. Tengo alguien en mi vida que me da consejos, incluso cuando son duros de escuchar.                        | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 10. Cuando estoy intentando esforzarme para alcanzar un objetivo, tengo amigos que me apoyarán.              | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
| 11. Cuando necesito que alguien cuide a mis hijos con poco antelación, encuentro a alguien en quien confiar. | Antes: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |
|  | Ahora: | <input type="radio"/>                    | <input type="radio"/>                 | <input type="radio"/>               | <input type="radio"/>                   | <input type="radio"/>    |



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12. Tengo gente en la que confío para pedirle consejos sobre (marque todas las opciones que correspondan):

**Antes:** **Ahora:**

- |                          |   |
|--------------------------|---|
| <input type="radio"/> A. | <input type="radio"/> A. Dinero / Facturas / Presupuesto    |
| <input type="radio"/> B. | <input type="radio"/> B. Relaciones y/o mi vida amorosa     |
| <input type="radio"/> C. | <input type="radio"/> C. Comida / Nutrición                 |
| <input type="radio"/> D. | <input type="radio"/> D. Estrés, ansiedad y/o depresión     |
| <input type="radio"/> E. | <input type="radio"/> E. Paternidad / Mis hijos             |
| <input type="radio"/> F. | <input type="radio"/> F. Ninguna de las opciones anteriores |

**Las siguientes preguntas son acerca de sus experiencias hasta ahora en este programa u organización. Sus respuestas a estas preguntas pueden ayudar al personal a mejorar los servicios para usted y otros como usted, por lo que es importante que responda honestamente. Para cada uno de los siguientes elementos, marque la primera fila en función de cómo se sintió o lo que experimentó ANTES de iniciar el programa. En la segunda fila, responda en función de cómo se sienta o de lo que experimenta AHORA.**

|  |        | A.<br>Totalmente<br>de acuerdo | B.<br>De<br>acuerdo   | C.<br>Ni de<br>acuerdo ni<br>en<br>desacuerdo | D.<br>En<br>desacuerdo | E.<br>Totalmente<br>en<br>desacuerdo |
|--|--------|--------------------------------|-----------------------|---|------------------------|--------------------------------------|
| 13. Siento que el personal aquí me entiende.   | Antes: | <input type="radio"/>          | <input type="radio"/> | <input type="radio"/>                         | <input type="radio"/>  | <input type="radio"/>                |
|  | Ahora: | <input type="radio"/>          | <input type="radio"/> | <input type="radio"/>                         | <input type="radio"/>  | <input type="radio"/>                |
| 14. Nadie del personal parece creer que puedo cambiar.                                 | Antes: | <input type="radio"/>          | <input type="radio"/> | <input type="radio"/>                         | <input type="radio"/>  | <input type="radio"/>                |
|  | Ahora: | <input type="radio"/>          | <input type="radio"/> | <input type="radio"/>                         | <input type="radio"/>  | <input type="radio"/>                |
| 15. Cuando hablo con el personal sobre mis problemas, simplemente no parecen entender. | Antes: | <input type="radio"/>          | <input type="radio"/> | <input type="radio"/>                         | <input type="radio"/>  | <input type="radio"/>                |
|  | Ahora: | <input type="radio"/>          | <input type="radio"/> | <input type="radio"/>                         | <input type="radio"/>  | <input type="radio"/>                |

**Por favor continúe respondiendo las preguntas de la página siguiente.**



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**A veces es difícil para las familias pagar todo lo que necesitan. Para cada uno de los siguientes, marque todo lo que corresponda.**

16. El mes pasado, no pude pagar (marque todas las opciones que correspondan):

- ☐ A. Renta o hipoteca
- ☐ B. Servicios públicos o facturas (electricidad / gas / calefacción, etc.)
- ☐ C. Artículos de almacén / comida (incluso fórmula para bebés)
- ☐ D. Cuidado de niños / guardería
- ☐ E. Medicamentos, gastos médicos o copagos
- ☐ F. Artículos básicos del hogar o de higiene personal
- ☐ G. Transporte (incluso gasolina, pases de autobús, viajes compartidos)
- ☐ H. Pude pagar todos estos

17. El año pasado, (marque todas las opciones que correspondan):

- ☐ A. me he retrasado o no he recibido atención médica o dental
- ☐ B. He sido desalojado de mi hogar. o apartamento)
- ☐ C. He vivido en un refugio, en un hotel / motel, en un edificio abandonado o en un vehículo.)
- ☐ D. Me mude con otras personas, incluso temporalmente, porque no podía pagar la renta, la hipoteca o las facturas.
- ☐ E. He perdido el acceso a mi transporte regular (por ejemplo, vehículo totalizado o embargado)
- ☐ F. He estado desempleado cuando realmente necesitaba y quería un trabajo
- ☐ G. Ninguno de estos se aplican a mí

|  | A.<br>Nunca           | B.<br>Casi<br>nunca   | C.<br>Algunas<br>veces | D.<br>Frecuentemente  | E.<br>Casi<br>siempre |
|--|-----------------------|-----------------------|------------------------|-----------------------|-----------------------|
| 18. Tengo problemas para pagar lo que necesito cada mes.         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/>  | <input type="radio"/> | <input type="radio"/> |
| 19. Puedo pagar la comida que deseo para alimentar a mi familia. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/>  | <input type="radio"/> | <input type="radio"/> |



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*These last few questions are about you and your household. They will be used to help program staff understand the needs of people and families they are serving, and improve service provision. Remember, your responses to this survey are confidential.*

**20. ¿Qué sexo se le asignó al nacer? (Por favor, marque solo uno)**

- A. Masculino B. Femenina C. Prefiero no contestar

**21. ¿Cómo se describe a sí mismo(a)? (Por favor, marque todas las respuestas correspondientes)**

- A. Hombre E. Otra identidad  
B. Mujer D. No acepto las etiquetas de géneros/No me considero ni hombre, ni mujer, ni transexual F. Dudo o no estoy seguro(a) de mi identidad  
C. Transgenero G. Prefiero no contestar

**22. ¿Cómo se considera usted? (Por favor, marque solo uno)**

- A. Heterosexual o hetero D. Con dudas F. Ninguno de los anteriores/Otro  
B. Bisexual E. Queer G. Prefiero no contestar  
C. Gay o Lesbiana

**23. Edad (en años):** \_\_\_\_\_

**24. ¿Cuál es su idioma principal? (Por favor, marque solo uno):**

- A. Inglés F. Ruso L. Farsi  
B. Español G. Armenio M. Otro  
C. Chino (incluyendo cantonés y mandarín) H. Tagalo N. Prefiero no contestar  
D. Criollo I. Vietnamita  
E. Árabe J. Coreano K. Camboyano

**25. Raza/etnicidad. (Por favor, escoja la opción que mejor describa lo que usted se considera)**

- A. Americano Nativo o Nativo de Alaska D. Nativos de Hawái o Islas del Pacífico G. Otro  
B. Asiático(a) E. Blanco H. Prefiero no contestar  
C. Negro(a) o Afroamericano(a) F. Multi-racial

**26. ¿Cuál es su lugar de origen o ascendencia? Por favor marque la respuesta correspondiente.**

- A. Caribe H. Indio(a) O. Europa  
B. Centroamérica Asiático(a)/Surasiático(a) P. Europa del Este  
C. México /México-americano(a) I. Camboya Q. Medio Oriente  
Chicano(a) J. China R. Otro: \_\_\_\_\_  
D. Puerto Rico K. Filipinas S. Más de un origen  
E. Norte Americana L. Japón T. Prefiero no contestar  
F. Sudamérica M. Corea  
G. África N. Vietnam

**27. Estado Civil:**

- A. Casado/a E. Viudo/a  
B. Pareja domestica D. Divorciado/a F. Separado/a  
C. Soltero/a



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**28. Vivienda Familiar:**

- |              |   |                          |
|--------------|---|--------------------------|
| A. Propia    | C. Hogar compartido con<br>parientes/amigos | con amigos/parientes)    |
| B. Alquilada | D. Temporal (refugio, temporal              | E. Sin Hogar/Homeless    |
|              |   | F. Prefiero no contestar |

---

**29. Ingreso Familiar Total:**

- |                        |                        |                          |
|------------------------|------------------------|--------------------------|
| A. \$0 - \$10,000      | D. \$30,001 - \$40,000 | G. Mas de \$60,001       |
| B. \$10,001 - \$20,000 | E. \$40,001 - \$50,000 | H. Desempleado           |
| C. \$20,001 - \$30,000 | F. \$50,001 - \$60,000 | I. Prefiero no Contestar |

**30. Nivel Mas Alto de Educacion:**

- |  |   |                                     |
|--|---|-------------------------------------|
| A. Primaria  | E. Oficio/Entrenamiento<br>Vocacional     | I. Maestria                         |
| B. Secundaria  | F. Algo de colegio                        | J. Doctorado o otro titulo avanzado |
| C. Preparatoria  | G. Colegio 2 años (Titulo de<br>Asociado) | K. Prefiero no Contestar            |
| D. Diploma de preparatoria o<br>Desarollo Educativo general<br>(GED) | H. Colegio 4 años (Licenciatura)          | L. No Educacion Formal              |

**31. Cual de estos servicios recibe usted o su familia en este momento? (Marque lo que Aplique)**

- |   |   |  |
|---|---|--|
| A. Programa de Asistencia<br>Nutricional Suplementaria<br>(SNAP/ food stamps) | Servicios De Head Start/<br>Head Start                                | G. Ingreso Suplemental (SSI)   |
| B. Medicaid Seguro  | E. Beneficios de desempleo  | H. Ingreso por Discapacidad del<br>Seguro Social Social Security<br>Disability Income (SSDI) |
| C. Credito de Impuestos por<br>Ingresos Recibidos (EITC)                      | F. Seguro Medico Estatal<br>(incluido el Seguro<br>medico para niños) | I. Ninguno de los Anteriores   |
| D. Asistencia Temporario para<br>Familias Necesitadas<br>(TANF)               |   | J. Otro  |
|   |   | K. Prefiero no Contestar   |

**32. Ha servido en Servicio Activo en las Fuerzas Armadas de los Estados Unidos, Reserva, o Guardia Nacional? (Por Favor Marque Solo Una)**

- |       |       |                          |
|-------|-------|--------------------------|
| A. No | B. Si | C. Prefiero no Contestar |
|-------|-------|--------------------------|



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### 33. Algo de lo siguiente te describe? (Marque lo que Aplique)

- A. Yo tengo una condición medica crónica, diabetes, enfermedad del corazón, o dolor crónico (acentos incluidos)
- B. Yo estoy ciego/a o tengo dificultad grave en mi vista, aunque me ponga anteojos
- C. Yo estoy sordo/a o tengo dificultad grave para escuchar, o en que se me entienda el hablar
- D. Yo tengo dificultad grave en caminar o en subir escalones
- E. Por mi condición física, mental, o emocional, yo tengo dificultad grave en concentrarme, recordar, o en tomar decisiones
- F. Ninguno de los Anteriores
- G. Prefiero no Contestar
- H. Otro\_\_\_\_\_

### Cuéntenos sobre los niños que viven en su hogar..

34. NIÑO #1      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder

35. Fecha de nacimiento: \_\_\_\_\_

36. Este niño vive en mi casa:      ☐ Sí      ☐ No

37. ¿Cuál es su parentesco con este niño?

- |  |   |  |
|--|---|--|
| <input type="radio"/> A. Madre/padre biológico | <input type="radio"/> D. Madre/padre sustituto    | <input type="radio"/> G. Otro pariente |
| <input type="radio"/> B. Padrastro o madrastra | <input type="radio"/> E. Abuelo(a) o bisabuelo(a) | <input type="radio"/> H. Otro          |
| <input type="radio"/> C. Madre/padre adoptivo  | <input type="radio"/> F. Hermanos                 |  |

38. NIÑO #2      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder

39. Fecha de nacimiento: \_\_\_\_\_

40. Este niño vive en mi casa:      ☐ Sí      ☐ No

41. ¿Cuál es su parentesco con este niño?

- |  |   |  |
|--|---|--|
| <input type="radio"/> A. Madre/padre biológico | <input type="radio"/> D. Madre/padre sustituto    | <input type="radio"/> G. Otro pariente |
| <input type="radio"/> B. Padrastro o madrastra | <input type="radio"/> E. Abuelo(a) o bisabuelo(a) | <input type="radio"/> H. Otro          |
| <input type="radio"/> C. Madre/padre adoptivo  | <input type="radio"/> F. Hermanos                 |  |

42. NIÑO #3      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder

43. Fecha de nacimiento: \_\_\_\_\_

44. Este niño vive en mi casa:      ☐ Sí      ☐ No

45. ¿Cuál es su parentesco con este niño?

- |  |   |  |
|--|---|--|
| <input type="radio"/> A. Madre/padre biológico | <input type="radio"/> D. Madre/padre sustituto    | <input type="radio"/> G. Otro pariente |
| <input type="radio"/> B. Padrastro o madrastra | <input type="radio"/> E. Abuelo(a) o bisabuelo(a) | <input type="radio"/> H. Otro          |
| <input type="radio"/> C. Madre/padre adoptivo  | <input type="radio"/> F. Hermanos                 |  |

46. NIÑO #4      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder



Esta encuesta ha sido modificada. Originalmente fue desarrollada por el Centro Nacional FRIENDS para la Prevención del Abuso Infantil Basado en la Comunidad en asociación con el Centro de Asociaciones e Investigaciones Públicas de la Universidad de Kansas a través de fondos proveídos por el Departamento de Salud y Servicios Humanos de los Estados Unidos.

47. Fecha de nacimiento: \_\_\_\_\_

48. Este niño vive en mi casa: ☐ Sí ☐ No

49. ¿Cuál es su parentesco con este niño?

- ☐ A. Madre/padre biológico ☐ D. Madre/padre sustituto ☐ G. Otro pariente  
☐ B. Padrastro o madrastra ☐ E. Abuelo(a) o bisabuelo(a) ☐ H. Otro  
☐ C. Madre/padre adoptivo ☐ F. Hermanos

|  | A.<br>No se<br>parece en<br>nada a mi<br>vida | B.<br>No muy<br>parecido a<br>mi vida | C.<br>Algo<br>parecido a<br>mi vida | D.<br>Muy<br>parecido a<br>mi vida | E.<br>Como mi<br>vida |
|--|---|---------------------------------------|-------------------------------------|------------------------------------|-----------------------|
|--|---|---------------------------------------|-------------------------------------|------------------------------------|-----------------------|

50.. Hay muchas ocasiones en las que  
no sé qué hacer como padre.

Antes

Ahora

51. Sé cómo ayudar a mi hijo/a  
mejorar su aprendizaje.

Antes

Ahora

52.. Yo elogio/alago a mi hijo/a cuando se  
porta bien.

Antes

Ahora

|  | A.<br>No se<br>parece en<br>nada a mi<br>vida | B.<br>No muy<br>parecido a<br>mi vida | C.<br>Algo<br>parecido a<br>mi vida | D.<br>Muy<br>parecido a<br>mi vida | E.<br>Como mi<br>vida |
|--|---|---------------------------------------|-------------------------------------|------------------------------------|-----------------------|
|--|---|---------------------------------------|-------------------------------------|------------------------------------|-----------------------|

53. Cuando disciplino a mi hijo/a, yo  
pierdo el control.

Antes

Ahora

54. Yo pienso que soy una persona con  
muchas virtudes.

Antes

Ahora

55. Yo sé cómo resolver o encontrar la  
manera de resolver desacuerdos.

Antes

Ahora

|  | A.<br>No se<br>parece en<br>nada a mi<br>vida | B.<br>No muy<br>parecido a<br>mi vida | C.<br>Algo<br>parecido a<br>mi vida | D.<br>Muy<br>parecido a<br>mi vida | E.<br>Como mi<br>vida |
|--|---|---------------------------------------|-------------------------------------|------------------------------------|-----------------------|
|--|---|---------------------------------------|-------------------------------------|------------------------------------|-----------------------|

56. Aunque se me dificulte tengo la  
capacidad para hacer lo necesario para  
mi persona.

Antes

Ahora

Antes



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57. Tengo varias razones por cual ser feliz.

Ahora

58. Yo sé que puedo hacer cuando me siento ansiosa(o), enojada(o) o deprimida(o) para poder sentirme mejor.

Antes

Ahora

**59. Tiene aseguranza medica?**

- a. Si
- b. No

**60. Tiene aseguranza dental?**

- a. Si
- b. No

**61. Tiene plan de cuidado para la vision?**

- a. Si
- b. No

**62. Tiene transportacion confiable?**

- a. Si
- b. No

**63. Esta en Cuidado de Crianza o Casa Hogar de Familia?**

- a. Si
- b. No

**64. Es usted un adolescente (embarazada) o un padre/madre adolescente?**

- a. Si
- b. No

**65. Yo tengo visitas en casa por lo menos dos veces al mes**

- a. Nunca
- b. Poco Frecuente
- c. Algunas Veces
- d. Con Frecuencia
- e. Casi Siempre

*Pase la página para responder preguntas sobre los niños de quienes usted es padre o cuidador.*



Esta encuesta ha sido modificada. Originalmente fue desarrollada por el Centro Nacional FRIENDS para la Prevención del Abuso Infantil Basado en la Comunidad en asociación con el Centro de Asociaciones e Investigaciones Públicas de la Universidad de Kansas a través de fondos proveídos por el Departamento de Salud y Servicios Humanos de los Estados Unidos.

# Technical Exhibit 6

## CHILD ABUSE PREVENTION PROGRAM Monthly Client Service Log

AGENCY: \_\_\_\_\_

SUPERVISORIAL DISTRICT  
& CONTRACT#: \_\_\_\_\_

SERVICE PROVIDER: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_

| DATE OF SERVICE | CLIENTS / FAMILY ID |        | Agency/Off-Site Services |        |       |            |        |       |                  | In-Home Services     |        |            |        |     | Case Management Services |
|-----------------|---------------------|--------|--------------------------|--------|-------|------------|--------|-------|------------------|----------------------|--------|------------|--------|-----|--------------------------|
|                 |                     | Intake | Intensive Counseling     |        |       | Counseling |        |       | Parent Education | Intensive Counseling |        | Counseling |        | T&D |                          |
|                 |                     |        | Individual               | Family | Group | Individual | Family | Group |                  | Individual           | Family | Individual | Family |     |                          |
|                 |                     |        |                          |        |       |            |        |       |                  |                      |        |            |        |     |                          |
| TOTAL           |                     |        |                          |        |       |            |        |       |                  |                      |        |            |        |     |                          |

Please submit log before signing

\_\_\_\_\_  
Service Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

CHILD ABUSE PROGRAM

Monthly Invoice

Agency:  
Address:  
Contact Person:  
Phone:  
Email:

Invoice #:  
Date of Invoice:  
Billing Month:  
Annual Contract Amount:  
In-Kind Match:

| Client Services | LEVEL ONE           |                         |                        |  |                      | LEVEL TWO           |                         |                        |  |                      | CASE AIDE           |                         |                        |  |                      |
|-----------------|---------------------|-------------------------|------------------------|--|----------------------|---------------------|-------------------------|------------------------|--|----------------------|---------------------|-------------------------|------------------------|--|----------------------|
|                 | Approved Budget (a) | Prior Month Claimed (b) | This Month Claimed (c) |  | Prof Balance (e=a-d) | Approved Budget (a) | Prior Month Claimed (b) | This Month Claimed (c) |  | Para Balance (e=a-d) | Approved Budget (a) | Prior Month Claimed (b) | This Month Claimed (c) |  | Case Balance (e=a-d) |
|                 |                     |                         |                        |  |                      |                     |                         |                        |  |                      |                     |                         |                        |  |                      |
| Total Units:    |                     |                         |                        |  |                      |                     |                         |                        |  |                      |                     |                         |                        |  |                      |
| Total Amount:   |                     |                         |                        |  |                      |                     |                         |                        |  |                      |                     |                         |                        |  |                      |
| Unit Cost:      |                     |                         |                        |  |                      |                     |                         |                        |  |                      |                     |                         |                        |  |                      |

In Kind Amount  
Claim for this Month:

YTD- In Kind Match:

Sum of Total Units:  
Total Invoice Amt:

I certify that I am duly appointed, qualified and acting officer of the herein-named claimant; that the costs being claimed herein are in all respect true, correct and in accordance with the contract provisions; that the funds were expended or obligated during the contract period; and that the net amount claim has not been previously presented to or reimbursed through the Department of Children & Family Services. I further certify that the amount is being matched in cash and/or in-kind by the percentage specified in the contract.

Program Manager (Print Name) Signature Date

Approved By (Print Name) Signature Date

| For DCFS Use Only   |  |
|---|--|
| <b>Finance:</b><br>CAP#: _____<br>Reviewed By: _____ Date: _____<br>Approved By: _____ Date: _____<br>Amount: _____ | <b>Program Staff:</b><br>Reviewed By: _____ Date: _____<br>Approved By: _____ Date: _____<br>Amount: _____ |

# CONTRACT DISCREPANCY REPORT

Technical Exhibit 8

**SAMPLE**

**CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)**

|  |   |  |
|--|---|--|
| <b>Date:</b> <u>Click or tap here to enter text.</u>           |   | <b>Contractor Response Received:</b> <u>Click or tap here to enter text.</u> |
| <b>Contractor:</b> <u>Click or tap here to enter text.</u>     | <b>Contract No.</b> <u>Click or tap here to enter text.</u> | <b>County Project Manager:</b> <u>Click or tap here to enter text.</u>       |
| <b>Contact Person:</b> <u>Click or tap here to enter text.</u> | <b>Telephone:</b> <u>Click or tap here to enter text.</u>   | <b>County Project Manager Signature:</b>                                     |
| <b>Email:</b> <u>Click or tap here to enter text.</u>          |   | <b>Email:</b> <u>Click or tap here to enter text.</u>                        |

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy                    | Contractor's Response*                  | County Use Only                         |   |   |
|-----|---|---|---|---|---|
|     |   |   | Date Correction Due                     | Date Completed                          | Approved                                |
| 1   | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> |
| 2   | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> |
| 3   | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> | <u>Click or tap here to enter text.</u> |

\*Use additional sheets if necessary

|   |   |
|---|---|
| <u>Click or tap here to enter text.</u><br><b>Contractor's Representative Signature</b> | <u>Click or tap here to enter text.</u><br><b>Date Signed</b> |
|---|---|

|   |
|---|
| <b>Additional Comments:</b> <u>Click or tap here to enter text.</u> |
|---|



***PRICE SHEET***

***NOT ATTACHED TO CONTRACT***

***LINE ITEM BUDGET AND BUDGET NARRATIVE***

***NOT ATTACHED TO CONTRACT***

## COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

### COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

**CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME: Click or tap here to enter text.CONTRACT NO. Click or tap here to enter text.**CONTRACTOR'S PROJECT MANAGER:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**NOTICES TO CONTRACTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

### **NON-IT CONTRACTS**

F1      CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

F2      CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

F3      CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: [Click or tap here to enter text.](#)PRINTED NAME: [Click or tap here to enter text.](#)POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: [Click or tap here to enter text.](#) Contract No [Click or tap here to enter text.](#)

Employee Name: [Click or tap here to enter text.](#)

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)Non-Employee Name: [Click or tap here to enter text.](#)**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: [Click or tap here to enter text.](#)PRINTED NAME: [Click or tap here to enter text.](#)POSITION: [Click or tap here to enter text.](#)



# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.



EVERY 5 DAYS, A BABY  
IN LOS ANGELES COUNTY  
**SUFFOCATES**  
WHILE SLEEPING.

IS YOUR BABY  
SLEEPING SAFELY?



IN L.A. COUNTY, THERE  
ARE MORE SLEEP-RELATED  
DEATHS THAN ALL OTHER  
ACCIDENTAL CHILD DEATHS  
COMBINED. THESE DEATHS  
ARE **COMPLETELY  
PREVENTABLE.**

Accidental suffocation is the greatest risk for babies under age 1. These deaths are silent and quick. It just takes seconds for a baby to suffocate.

Babies are small, without voices and have no strength. For the first 3-4 months, they can only breathe through their nose. A baby's nose – unlike an adult's – doesn't have cartilage, so it can flatten easily and block airflow, causing suffocation.

**BABIES UNDER THE AGE OF 1 YEAR CAN  
SUFFOCATE WHILE:**

- Sharing a bed with parents, siblings and/or pets.
- Sleeping in a cluttered crib or bassinet.
- Sleeping on their side or stomach.
- Sleeping on unsafe sleep surfaces like couches, chairs, soft surfaces, or in unfamiliar places.

“**NO ONE EVER TOLD ME  
ABOUT THE RISKS OF  
SUFFOCATION.**”

~Parents who have lost their babies

**HOW TO PUT YOUR BABY TO SLEEP SAFELY:**

- Share a room, not a bed.
- Lay babies down to sleep in a crib or bassinet with a firm mattress. Portable cribs like a Pack ‘n Play are also a good alternative.
- Give babies space to breathe – no pillows, bumpers, blankets or toys in the crib or bassinet. Even one object is a suffocation risk.
- Place babies on their back every time – at night and for naps.



**DON'T WAKE UP  
TO A TRAGEDY.**

The information and recommendations by the Safe Sleep for Baby campaign are based on data gathered by the Los Angeles County Department of Coroner, which investigates all unexplained infant deaths in the county, and from the American Academy of Pediatrics.

QUESTIONS YOU MAY HAVE

**IS IT SAFE TO PUT A BABY TO SLEEP IN A CAR  
SEAT OR STROLLER?**

No, because of the way the baby is positioned in these carriers. Babies should always be placed on their back to sleep.

**CAN I SWADDLE MY BABY?**

Yes, but be sure to use a light receiving blanket because other blankets, such as San Marcos blankets, can be too heavy and warm for infants. Once babies reach 5-6 months, swaddling is no longer needed and parents can simply continue to dress their baby in a onesie or sleeper.

**WHAT IF I AM BREASTFEEDING?**

Breastfeeding is encouraged, and moms should place their baby in a crib or bassinet after nursing.

**WHAT IF MY BABY LIKES SLEEPING ON HIS  
STOMACH?**

The safest way for babies to sleep is on their back. When babies sleep on their stomach or side, they can choke or suffocate.

**MY BABY HAS TROUBLE BREATHING – WHAT'S  
THE BEST WAY TO PUT MY BABY TO SLEEP?**

If your baby has a medical condition, talk to your doctor about any special care your child may need.

FOR MORE INFORMATION:

**ICAN ASSOCIATES**

4024 N. Durfee Ave.  
El Monte, CA 91732  
(626) 455-4585  
info@safesleepforbaby.com  
**SafeSleepForBaby.com**



**SAFE SLEEP FOR BABY IS PART OF THE  
L.A. COUNTY INFANT SAFE SLEEPING CAMPAIGN**

The Los Angeles County Inter-Agency Council on Child Abuse and Neglect (ICAN) is the official county agent coordinating the development of services for the prevention, identification and treatment of child abuse and neglect. ICAN is nationally known for its multi-agency comprehensive review of child fatalities. Through this review, it has been determined that infant unsafe sleeping is the single leading cause of preventable child death. ICAN Associates is a private, nonprofit organization that works in partnership with ICAN, providing support for direct and indirect services to prevent harm to children. ICAN and ICAN Associates have partnered with First 5 LA to raise awareness about safe sleep for babies to save families from the preventable tragedy of losing an infant due to unsafe sleeping practices. For more information, please visit [ican4kids.org](http://ican4kids.org).





CADA 5 DÍAS, UN  
BEBÉ EN EL CONDADO  
DE LOS ANGELES SE  
**ASFIXIA**  
MIENTRAS DUERME.

¿SU BEBÉ DUERME  
DE FORMA SEGURA?



EN EL CONDADO DE L.A.,  
EL NÚMERO DE BEBÉS QUE  
MUEREN POR DORMIR DE  
FORMA INSEGURA ES MÁS  
ALTO QUE EL NÚMERO TOTAL  
DE TODAS LAS MUERTES  
ACCIDENTALES COMBINADAS.  
ESTAS MUERTES SON  
**TOTALMENTE PREVENIBLES.**

La asfixia accidental es el mayor riesgo para los bebés menores de 1 año. Esta muerte es silenciosa y rápida. Sólo toma segundos para que un bebé se asfixie.

Los bebés son frágiles, no hablan y no tienen fuerza. Durante los primeros 3 o 4 meses, los bebés solamente respiran por la nariz. Pero a diferencia de los adultos — la nariz del bebé no tiene cartilago — por lo que puede aplastarse fácilmente y bloquear el flujo de aire causando la asfixia.

**LOS BEBÉS DE MENOS DE UN AÑO SE PUEDEN ASFIXIAR MIENTRAS:**

- Comparten una cama con los padres, hermanos y/o mascotas.
- Duermen en una cuna o moisés lleno de cosas.
- Duermen de lado o boca abajo.
- Duermen en superficies inseguras para dormir como sofás o sillas, superficies blandas o en lugares no apropiados para bebés.

**“NUNCA NADIE ME AD-  
VIRTIÓ SOBRE LOS RIESGOS  
DE SOFOCACIÓN.”**

~Padres que han sufrido la muerte de sus bebés

**CÓMO DORMIR A SU BEBÉ DE FORMA SEGURA:**

- Comparte la habitación, no la cama.
- Acueste al bebé a dormir en una cuna o moisés que tenga un colchón firme. Los corrales infantiles portátiles como el Pack ‘n Play también son una buena opción.
- Déle al bebé espacio para respirar - no ponga almohadas, protectores, cobijas o juguetes en la cuna o moisés. Incluso un sólo objeto es un riesgo para la asfixia.
- Coloque al bebé a dormir boca arriba - en la noche y en las siestas.



**NO DESPIERTE EN  
UNA TRAGEDIA.**

La información y las recomendaciones de la Campaña Infantil Sueño Seguro se basan en datos recolectados por el Departamento del Médico Forense del Condado de Los Angeles, que investiga todas las muertes infantiles inexplicadas en el condado, y por la Academia Americana de Pediatría.

**ALGUNAS PREGUNTAS QUE  
USTED PUEDE TENER**

**¿ES SEGURO PONER A DORMIR AL BEBÉ EN EL  
ASIENTO INFANTIL DEL AUTO O EN UNA CARRIOLA?**

No es seguro, debido a la posición del bebé en estos medios de transporte. Los bebés siempre deben de dormir boca arriba.

**¿PUEDO ENVOLVER A MI BEBÉ CON UNA MANTA?**

Sí, pero asegúrese de usar una manta pequeña y ligera porque las cobijas, como las San Marcos, pueden ser demasiado pesadas y calientes para los niños. Cuando el bebé cumple 5 a 6 meses no se necesita envolverlos mas y los padres pueden seguir vistiendo a sus bebés con un mameluco o pijama.

**¿Y SI ESTOY DÁNDOLE PECHO?**

Fomentamos la lactancia materna, las madres siempre deben acostar a su bebé en una cuna o moisés después de amamantarlo.

**¿Y QUÉ PASA SI A MI BEBÉ LE GUSTA DORMIR  
BOCA ABAJO?**

La manera más segura de dormir para los bebés es boca arriba. Cuando los bebés duermen de lado o boca abajo, pueden sofocarse o ahogarse.

**MI BEBÉ TIENE PROBLEMAS PARA RESPIRAR -  
¿CUÁL ES LA MEJOR FORMA DE ACOSTARLO Y  
PONERLO A DORMIR?**

Si su bebé presenta una condición médica, hable con su doctor sobre los cuidados especiales que su bebé requiere.

**COMUNÍQUESE CON NOSOTROS:**

**ICAN ASSOCIATES**

4024 N. Durfee Ave.  
El Monte, CA 91732  
(626) 455-4585  
info@safesleepforbaby.com  
**SafeSleepForBaby.com**



**SUEÑO SEGURO PARA EL BEBÉ ES PARTE DE LA  
CAMPAÑA INFANTIL SUEÑO SEGURO DEL CONDADO DE  
LOS ANGELES**

The Los Angeles County Inter-Agency Council on Child Abuse and Neglect (ICAN) es el agente oficial del condado de Los Angeles que coordina el desarrollo de servicios para la prevención, identificación y tratamiento del abuso y negligencia infantil. ICAN es reconocida a nivel nacional por su revisión multi-institucional a fondo de las muertes infantiles. Debido a esta revisión se ha determinado que el dormir de forma insegura es la causa principal de muerte infantil prevenible. ICAN Associates es una organización privada sin fines de lucro que trabaja en asociación con ICAN mediante la prestación de servicios directos e indirectos de apoyo para evitar daños a estos niños. ICAN y ICAN Associates se han asociado con First 5 LA para crear conciencia sobre la manera segura de poner a dormir a los bebés para prevenir a las familias de la evitable tragedia ocasionada por la muerte de un bebé como consecuencia de prácticas inseguras para dormir. Para obtener más información, por favor visite [ican4kids.org](http://ican4kids.org).



**DEPARTMENT OF AUDITOR-CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

*The purpose of the handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations that contract with Los Angeles County.*

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 Basis of Accounting

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

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

#### 1.1 Accrual Basis

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

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

### 1.2 Cash Basis

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

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

### 1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

### 2.0 Accounting System

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

### 2.1 General Journal

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

#### Example:

|                  | <u>Debit</u> | <u>Credit</u> |
|------------------|--------------|---------------|
| Rent Expenditure | 100          |               |
| Rent Payable     |              | 100           |

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

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



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

### 2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

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

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

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

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

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

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

### **2.4    General Ledger**

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

### **2.5    Chart of Accounts**

A Chart of Accounts must be maintained:

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

### **2.6    Payroll Register**

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

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines to properly classify employees and independent contractors.

### **2.7 Invoices/Billings**

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

### **3.0 Records**

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

### **3.1 Retention**

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### **3.2 Encryption**

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

### **3.3 Supporting Documentation**

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

***Electronic documentation is permitted when the source documentation originated electronically. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), CONTRACTOR shall retain the original source document for inspection by COUNTY. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).***

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

#### **Payroll**

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- Time distribution records by program, accounting for total work time on a daily basis for all employees.
- Records showing actual expenditures for Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

### **Personnel Files**

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

### **Contracted/Consultant Services**

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

### **Travel**

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

### **Vehicle Expenditures**

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
  - Trip dates
  - Origin and destination addresses of the trip
  - Purpose of the trip and how it relates to the Agreement services
  - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
  - Date and time of travel
  - Origin and destination addresses of the trip and the resulting mileage
  - Purpose of the trip and how it relates to the Agreement services
  - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
  - Parking and toll charges reimbursed
  - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

### **Operating Expenditures (e.g., utilities, office supplies, equipment rentals)**

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.

### Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

### Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that loan proceeds were actually used for COUNTY programs.

To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

### 3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

### **3.5 Filing**

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

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

### **3.6 Referencing**

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

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

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

### **4.0 Donations and Other Sources of Revenue**

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue.



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

### **5.0    Audits**

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

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

### **6.0    Single Audit Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

### **7.0    Subcontracts**

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

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

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

### **B. INTERNAL CONTROLS**

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all personnel in these procedures and continuously monitor operations to ensure compliance with them.

#### **1.0 Cash Receipts**

##### **1.1. Separate Fund or Cost Center**

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

##### **1.2 Manual Deposits**

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

All checks shall be restrictively endorsed upon receipt.

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

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

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt or as soon as reasonably possible.

Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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

### 1.3 Separation of Duties

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

### 1.4 Bank Reconciliations

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

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

## 2.0 Disbursements

### 2.1 General

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

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

Checks shall NOT be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" or withdrawals of cash shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

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

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

Voided checks shall be marked void. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

### **2.2. Approvals and Separation of Duties**

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

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

### **2.3 Petty Cash**

***Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

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

**The petty cash fund must be maintained on an imprest (fixed) basis.**

A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

### **2.4 Credit Cards**

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

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

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

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

### 3.0 Timekeeping

#### 3.1 Timecards

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

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time reports.

#### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information, such as, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

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

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)

- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

### **Benefit Balances**

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

### **3.3 Incentive Compensation**

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

### **3.4 Limitations on Positions and Salaries**

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

### **3.5 Separation of Duties**

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

### **4.0 Capital Assets**

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment. All other assets with an acquisition cost of \$5,000 or more shall be capitalized.

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

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

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

### **4.1 Acquisition**

As specified in the contract, CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY contract.

### **4.2 Non-Capital Asset Equipment**

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, fax machines, and other portable assets).

### **4.3 Asset Identification and Inventory**

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

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

An inventory of all fixed assets must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.



### **4.4 Depreciation and Use Allowance**

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of:
  - Land
  - Buildings and equipment donated by governmental agencies
  - Buildings and equipment contributed by the CONTRACTOR to satisfy funding matching requirements
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property," contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

### **4.5 Rental Costs of Buildings and Equipment**

Rental costs are allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a "sale and leaseback" arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a "less-than-arms-length" lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

### **4.6 Security**

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

### **4.7 Property Management**

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

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

## **C. COST PRINCIPLES**

### **1.0 Policy**

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of expenditures.

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

### **1.2 Expenditures Incurred Outside the Agreement Period**

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

### **1.3 Budget Limitation**

Expenditures must not exceed the maximum limits in the contract budget.

### **1.4 Unspent Program Funds**

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

### **1.5 Necessary, Proper and Reasonable**

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

### **2.0 Allocable Expenditures**

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

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

### **2.1 Direct Costs**

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

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

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

Examples of bases for allocating shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

### **2.2 Indirect Costs**

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

### **2.3 Acceptable Indirect Cost Allocation Methods**

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate
- De minimis rate

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

#### **Simplified Allocation Method**

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

##### **Example:**

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

### **Direct Allocation Method**

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

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

### **Multiple Base Allocation Method**

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

### **Negotiated Indirect Cost Rates**

CONTRACTORS have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency with the largest dollar value of Federal awards funded to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

### **De Minimis Rate**

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

### **2.4 Indirect Cost Limitations**

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

### **2.5 Cost Allocation Plan**

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

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

## **D. UNALLOWABLE COSTS**

The Uniform Guidance addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

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

### **E. OVERPAYMENTS**

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

### **F. GOVERNANCE**

#### **OVERVIEW**

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

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

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

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

#### **1.0 Independence**

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

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the



organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

### **2.0 Oversight Mechanisms**

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

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

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

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

### **3.0 Oversight Committees**

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

### **Nominating Committee**

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

### **Compensation and Benefits Committee**

The Board shall establish a Compensation and Employee Benefits Committee composed entirely of independent directors to establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and Treasurer.

### **Audit Committee**

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

### **Annual Audit Duties:**

- If the CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the COUNTY receives a copy of the annual audit report and all other audits, reviews, and other third-party reports.

### **Additional Audit Committee Duties**

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
  - ✓ Financial information systems design and implementation;
  - ✓ Internal audit outsourcing services;
  - ✓ Management functions or human resources;
  - ✓ Investment adviser or investment banking services;
  - ✓ Legal services and expert services unrelated to the audit.

### **G. MISCELLANEOUS REQUIREMENTS**

#### **1.0 Insurance**

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

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

#### **2.0 Activity**

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

#### **3.0 Reporting Fraud/Misconduct**

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

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

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

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

Online: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles  
Department of Auditor-Controller  
Office of County Investigations,  
500 W. Temple Street, Suite 514  
Los Angeles, CA 90012

**Agency Name**  
**Bank and Account #**  
**For the Month Ended June 30, 202X**

|                                   |   |             |                            |     |
|-----------------------------------|---|-------------|----------------------------|-----|
| <b>Balance Per Bank Statement</b> |   |             | \$ 35,000.00               |     |
| Add:                              | Deposit(s) in Transit                             |             | \$ 4,000.00                |     |
|                                   | Bank Service Charge                               |             |                            |     |
|                                   | (erroneously posted -- to be reversed next month) |             | \$ 20.00                   | [1] |
| Less:                             | Outstanding Checks                                |             |                            |     |
|                                   | #100  | \$ 1,000.00 |                            |     |
|                                   | #101  | \$ 500.00   |                            |     |
|                                   | #102  | \$ 500.00   | \$ (2,000.00)              |     |
|                                   | Bank Posting Error (to be reversed next month)    |             | \$ (120.00)                | [1] |
| <b>Adjusted Bank Balance</b>      |   |             | <b><u>\$ 36,900.00</u></b> |     |
| <hr/>                             |   |             |                            |     |
| <b>Balance Per Book</b>           |   |             | \$ 36,950.00               |     |
| Less:                             | Bank Charges                                      | \$ 40.00    |                            |     |
|                                   | Post Error  | \$ 10.00    | \$ (50.00)                 | [1] |
| <b>Adjusted Book Balance</b>      |   |             | <b><u>\$ 36,900.00</u></b> |     |

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

[1] Reconciling items.

## Petty Cash Log

January 202X

**Program/Location:** \_\_\_\_\_

**Approved Petty Cash Fund Amount:** \_\_\_\_\_

[illegible]

\_\_\_\_\_  
Petty Cash Custodian Signature

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Date

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Petty Cash Log Reviewer Signature

Date \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****USER COMPLAINT REPORT****SAFE CHILDREN AND STRONG FAMILIES**

This form is to be used by DCFS users of Child Abuse Prevention, Intervention, and Treatment Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report:

DCFS User Name:

DCFS Office Address:

Phone No.

E-mail Address:

Date(s) of Incident(s):

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

- ☐ Contractor is not responding to messages.
- ☐ Contractor is/was not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor.
- ☐ Contractor is/or has not been submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

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## CHARITABLE CONTRIBUTIONS CERTIFICATION

Click or tap here to enter text.

Company Name

Click or tap here to enter text.

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

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

**OR**

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

Signature: \_\_\_\_\_

Date: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.



# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding

items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:



- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Name  
Departmental Information Security Officer  
Address

City, State Zip  
Telephone  
Email address

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. INTENTIONALLY OMITTED**

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County 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.

**ADDENDUM A: INTENTIONALLY OMITTED**

**ADDENDUM B: INTENTIONALLY OMITTED**

**ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY**

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

**CAPIT CONTRACTORS' FUNDING**

| SPA         | Name of Agency                        | Budget   |   |   |   |   |  |   |
|-------------|---------------------------------------|--|---|---|---|---|--|---|
|             |                                       | <u>Initial Term</u><br>02/01/2026-<br>06/30/2026 | <u>Option yr 1</u><br>07/01/2026-<br>06/30/2027 | <u>Option yr 2</u><br>07/01/2027-<br>06/30/2028 | <u>Option yr 3</u><br>07/01/2028-<br>06/30/2029 | <u>Option yr 4</u><br>07/01/2029-<br>06/30/2030 | <u>7-month</u><br><u>Option</u><br>07/01/2030-<br>01/31/2031 | <u>Maximum</u><br><u>funding</u><br><u>amount</u> |
| 1           | Penny Lane                            | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| 2           | El Nido                               | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| 3           | Human Services Association            | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| 4           | El Nido                               | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| 5           | Allies for Every Child                | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| 6           | The Help Group                        | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| 7           | Human Services Association            | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| 8           | Helpline Youth Counseling             | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| CW<br>API   | Special Services for Groups           | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
| CW<br>AI/NA | United American Indian<br>Involvement | \$62,040   | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$310,200                                       | \$248,160  | \$1,551,000                                       |
|             | <b>Total</b>                          | \$620,400  | \$3,102,000                                     | \$3,102,000                                     | \$3,102,000                                     | \$3,102,000                                     | \$3,102,000  | \$15,510,000                                      |

Note: The Maximum Annual Contract Sum of \$3,101,999 divided by 10 contracts equals \$310,999.90. This number has been rounded to \$310,200.