



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

REQUEST FOR PROPOSALS (RFP) #18-0009

FOR

ADOPTION PROMOTION AND SUPPORT SERVICES

Prepared By
County of Los Angeles

June 14, 2018

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APPENDICES:

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Statement of Work:** Explains in detail the required services to be performed by the contractor.
- C Statement of Work/ Technical Exhibits:** Attachments which accompany the Statement of Work.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F Intentionally Omitted**
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County Program
- K Determination of Contractor Non-Responsibility and Contractor Debarment:** County Code (include for Proposition A and Cafeteria Services Solicitations and Contracts)
- L Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- M Defaulted Property Tax Reduction Program:** County Code

1 INTRODUCTION

- 1.1 The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals for contracts with organizations that can provide Adoption-focused services consisting of therapy, parenting education, mentors, support groups, and case management, including linkages to services not directly provided by the Contractor's program.
- 1.2 The County's Vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. The County's Mission is to establish superior services through inter-Departmental and cross-sector collaboration that measurably improves the quality of life for the people and communities of Los Angeles County. This is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.
- 1.3 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

2 PURPOSE-AGREEMENT FOR ADOPTION PROMOTION AND SUPPORT SERVICES

2.1 Sample Agreement: County Terms and Conditions

- 2.1.1 Contractor shall be expected to implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

2.1.2 Anticipated Contract Term

The contract term is anticipated to be for a period of three (3) years. The contract is anticipated to commence on January 1, 2020 following Board of Supervisors' award. There is an option to extend two additional one-year periods from January 1, 2023, through December 31, 2024. Optional years are contingent upon California Department of Social Services (CDSS) approval. Once approval is obtained from CDSS and the Board of Supervisors, the DCFS Director or his designee has the authority to execute the option to extend.

2.1.3 Contract Rates

The contractor's rates shall remain firm and fixed for the term of the contract.

The APSS funding sources are as follows:

Promoting Safe and Stable Families CFDA #93.556 (rounded) 89%	\$ 2,658,950.00
NCC (rounded) 11%	\$ 325,050.00
Total	\$ 2,984,000.00

The APSS funding allocations per SPA are as follows:

SPA	APSS Funding Allocations per SPA
1	\$ 334,500.00
2	\$ 511,000.00
3	\$ 618,000.00
4	\$ 180,000.00
5	\$ 352,000.00
6	\$ 325,000.00
7	\$ 445,000.00
8	\$ 218,500.00

2.1.4 Days of Operation

Contractor shall be required to comply with the provisions contained in Paragraph 9.14 (Hours of Operation) of Appendix A (Sample Contract).

2.1.5 Indemnification and Insurance

Contractor shall be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Sample Contract). The contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Sample Contract).

2.2 Statement of Work

2.2.1 The Adoption Promotion and Support Services (APSS) provides adoption-focused services to assist children and families in various stages of the adoption process.

Adoption-focused services provided under APSS shall include the following: APSS Referrals; Case Management, including referrals to linkage services; Therapy (individual and family); Parenting Education; APSS Mentor Program; and Support Groups.

Contractor shall be expected to implement the requirements outlined in Appendix B (Statement of Work) of this RFP.

3 PROPOSER'S MINIMUM QUALIFICATIONS

3.1 Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix B (Statement of Work) are invited to submit a proposal(s), provided they meet the following mandatory requirements:

3.1.1 Proposer must submit proposal by Monday, August 13, 2018, at 12:00 P.M., PST.

3.1.2 Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes and be tax exempt under 501 (c)(3) of the Internal Revenue Code, or public entity.

3.1.3 Proposer must demonstrate a minimum of two (2) years within the last three (3) years administering federal, state, county, or city contracts.

3.1.4 Proposer must have a minimum of five (5) years' experience within the last seven (7) years providing adoption-focused services including Referrals, Case Management, Therapy, Parenting Education, Mentor Program, and Support Groups.

3.1.5 Proposer must have, or be willing to establish, an administrative business office located within the SPA for which a proposal is being submitted. The address of proposer's administrative business office must be included in the Proposal.

3.1.6 Proposer must be a certified Medi-Cal provider.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

4.1.1 The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract

unless such understanding or representation is included in the contract.

4.2 Final Contract Award by the Board of Supervisors

4.2.1 Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.3 County's Option to Reject Proposals

4.3.1 Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.4 County's Right to Amend Request for Proposals

4.4.1 The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 Background and Security Investigations

- 4.5.1 Background and security investigations of contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the contractor.
- 4.5.2 Contractor shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all Contractor's staff and volunteers as well as all Subcontractors' staff, prior to beginning and continuing work under any resulting Contract (see the Sample Contract, 7.5 Background and Security Investigations).

4.6 County's Quality Assurance Plan

- 4.6.1 After contract award, the County or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix B (Statement of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

5 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

- 5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) DCFS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) DCFS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

- 5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.
- 5.1.3 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 "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

- 5.2.1 All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Michelle Alconcel, Management Analyst
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
AlconM@dcsf.lacounty.gov
Fax: (213) 637-2554

If it is discovered that proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole

determination, may disqualify their proposal from further consideration.

Proposers are encouraged to monitor the DCFS' website at, www.lacdcfs.org/contracts/index.html and/or the Los Angeles County website at <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidLookUpFrm.asp> for additional information throughout the open period of this solicitation. Prospective proposers assume all risks associated with relying on information retrieved from unaffiliated (*not posted by the County of Los Angeles*) third-party websites as the information may be incomplete or inaccurate.

5.3 Mandatory Requirement to Register on County's WebVen

- 5.3.1 Prior to a contract award, all potential contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven>

5.4 Protest Policy Review Process

- 5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.
- 5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

5.4.3.1 Review of Solicitation Requirements Review (reference Paragraph 7.4 in Proposal Submission Requirements Section).

5.4.3.2 Review of Disqualified Proposal (reference Paragraph 8.3 in Selection Process and Evaluation Criteria Section).

5.4.3.3 Review of Proposed Contractor Selection (reference Paragraph 8.7 in Selection Process and Evaluation Criteria Section).

5.5 Injury and Illness Prevention Program

5.5.1 Contractor shall 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.

5.6 Confidentiality and Independent Contractor Status

5.6.1 As appropriate, contractor shall be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent Contractor Status), contained in Appendix A (Sample Contract).

5.7 Conflict of Interest

5.7.1 No County employee whose position in the County enables him/her to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

5.8 Determination of Proposer Responsibility

- 5.8.1 A responsible proposer is a proposer 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 proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.
- 5.8.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer 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 proposer'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 omission 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.
- 5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, the Department shall notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and

based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.

- 5.8.6 These terms shall also apply to proposed subcontractors of proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer 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 proposer'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.
- 5.9.2 If there is evidence that the apparent highest ranked proposer may be subject to debarment, the Department shall notify the proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the proposer should be debarred, and, if so, the appropriate length of time of the debarment. The proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a proposer has been debarred for a period longer than five (5) years, that proposer 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 proposer has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the proposer has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.8 These terms shall also apply to proposed subcontractors of proposers on County contracts.

5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

5.10.1 Proposers shall: 1) fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

5.11.2 Proposer Notification to County

A proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

5.12.1 The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), as part of their proposal.

5.13 Federal Earned Income Credit

The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

5.14 Consideration of GAIN-GROW Participants for Employment

As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that

opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants," form, as set forth in Appendix D – Required Forms Exhibit 9, along with their proposal.

5.15 Recycled Bond Paper

5.15.1 Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 8.39 (Recycled Bond Paper) of Appendix A (Sample Contract).

5.16 Safely Surrendered Baby Law

5.16.1 The contractor shall notify and provide to its employees, and shall 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 Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

5.17 Jury Service Program

5.17.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G (Jury Service Ordinance) and Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.17.2 The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on

an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "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) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. 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.

- 5.17.3 There are two (2) ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.17.4 If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms), and include with its submission all necessary

documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.18 Intentionally Omitted

5.19 Notification to County of Pending Acquisitions/Mergers by Proposing Company

5.19.1 The proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer 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. This information shall be provided by the proposer in Exhibit 1, (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix L (Background and Resources: California Charities Regulation). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity

Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 11 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 11 (Charitable Contributions Certification) is a required part of any agreement with the County.

5.20.3 In Exhibit 11 (Charitable Contributions Certification), prospective contractors certify either that:

5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

5.20.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.20.4 Prospective County contractors that do not complete Exhibit 11 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

5.21 Defaulted Property Tax Reduction Program

5.21.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read Appendix M (Defaulted Tax Program Ordinance) and the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52

(Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 12 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.22 Time Off for Voting

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

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

5.23.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (Required Forms), certifying that they are in full compliance with

the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. Federal Funded contracts are not eligible for the LBSE and DVBE preference programs. APSS only allows one of the three preference programs: Social Enterprise.
- 6.1.2 The Social Enterprise Preference Program requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2 of this solicitation.
- 6.1.3 In no case shall the Social Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified SE when not qualified.

6.2 Social Enterprise (SE) Preference Program

- 6.2.1 The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
 - 1) A business that qualifies as an SE and has been in operation for at least one (1) year providing transitional or permanent

employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

2) A business certified by the Department of Consumer and Business Affairs (DCBA) as an SE.

6.2.2 The DCBA shall certify that an SE meets the criteria set forth in Section 6.2.1.

6.2.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.

6.2.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>.

7 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Submission Information

7.1.1 Section 7 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to proposers in how to prepare and submit their proposal.

7.2 Truth and Accuracy of Representations

7.2.1 False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

7.3 RFP Timetable

The following timeline represents the County's best estimate of the schedule that shall be followed in this procurement process. County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be provided to all Proposers who request a copy of the RFP. **Please note that all times indicated are Pacific Standard Time.**

7.3.1 The timetable for this RFP is as follows:

- Release of RFP 06/14/18
- Request for a Solicitation Requirements Review Due 06/27/18
- Written Questions Due by 5:00 P.M..... 07/06/18
- Proposers' Conference 07/17/18
- Questions and Answers Released 07/30/18
- **Proposals due by 12:00 P.M** **08/13/18**
- Deadline to Request Disqualification Review due by 5:00 P.M.. 09/05/18
- Tentative Award Recommendation (on or about) 03/01/19
- Deadline to Request Review of Proposed Contractor Selection (on or about) 05/15/19
- Board Hearing (on or about) 11/12/19
- Anticipated Contract Start Date (on or about)..... 01/01/20

7.4 Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in Paragraph 7.4 (Solicitation Requirements Review). A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

7.5 Proposers' Questions

- 7.5.1 Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the individual identified below. All questions must be received by July 6, 2018; 5:00 P.M. PST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from proposer.

Questions should be addressed to:

Michelle Alconcel, Management Analyst
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
AlconM@dcsf.lacounty.gov
Fax: (213) 637-2554

7.6 Intentionally Omitted

7.7 Proposers' Conference

- 7.7.1 A Proposers' Conference will be held to discuss the RFP. County staff will respond to questions from potential proposers. If mandatory, all potential proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

July 17, 2018
9:00 A.M. – 12:00 P.M.
Montebello Library
Meeting Room
1550 W. Beverly Boulevard
Montebello, CA 90640

Note: Proposers may park at the parking lot in front of the library or the underground parking. Street parking is also available behind the library on Victoria Avenue.

7.8 Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

- 7.8.1 All proposals must be bound and submitted in the prescribed format below:
- 7.8.1.1 One (1) original proposal and three (3) copies must be typewritten or word-processed on 8 ½" X 11" white bond paper with 1" margin at all borders.
 - 7.8.1.2 The proposal and copies must be securely bound in a three-ring binder or other protective covering. Proposals and copies that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.
 - 7.8.1.3 The proposal and copies' cover binders must state the title of the RFP "Adoption Promotion and Support Services, RFP #18-0009", the name of your

organization, and Service Planning Area where the proposer plans to provide APSS services.

7.8.1.4 Each page must be clearly and consecutively numbered, including all attachments.

7.8.1.5 A PDF copy shall be included with the original proposal in a USB drive.

7.9 Business Proposal Format

The Business Proposal Format must not exceed thirty-five (35) pages using 12 point, Arial font, single-sided, single spaced, with 1" margins at all borders for the following sections:

- Executive Summary should not exceed – three (3) pages
- Proposer's Qualifications should not exceed – twelve (12) pages
- Proposer's Approach to providing required services should not exceed – fifteen (15) pages
- Quality Assurance Plan should not exceed – five (5) pages

Note: The limitation of thirty-five (35) pages for the business proposal formal relates to the four (4) narratives, including the Executive Summary (Section A), the Proposer's Qualifications (Section B), the Program Approach (Section C), and the Quality Assurance Plan (Section D). The attachment section should not exceed twenty (20) pages and may be included after the Quality Assurance Plan at the end of the narrative. All attachments should be referenced in the narrative sections of the proposal. Examples include Memorandums of Understandings (MOUs), letters of support, Proposer-created forms, diagrams and other relevant attachments are allowable beyond the thirty-five (35) page limit. Formatting requirements do not apply to the Attachment Section.

7.9.1 The content and sequence of the proposal must be as follows:

7.9.1.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies

7.9.1.2 Table of Contents

7.9.1.3 Executive Summary (Section A)

7.9.1.4 Proposer's Qualifications (Section B)

- 7.9.1.5 Proposer's Approach to Provide Required Services (Section C)
- 7.9.1.6 Proposer's Quality Assurance Plan (Section D)
- 7.9.1.7 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)
- 7.9.1.8 Business Proposal Required Forms (Section F)
- 7.9.1.9 Last Page of Proposal

7.9.2 Last Page of Proposal

The last page of the proposal must list names of all joint ventures, partners, subcontractors or others having any right or interest in any resultant Contract or the proceeds thereof. The page must include the signature of the person authorized by their Board of Directors to bind the Proposer in a Contract, as follows: (See format below).

Respectfully submitted,

(Firm or Corporate Name)

By _____
Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

By _____
Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

Date _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____

Federal Tax Identification Number _____

7.9.3 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The proposer shall complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in

Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the proposer and to bind the applicant in a contract.

Taking into account the structure of the proposer's organization, proposer shall determine which of the below referenced supporting documents the County requires. If the proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, the County may, in its discretion, request additional documentation regarding the proposer's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of proposal submission, proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

7.9.4 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The proposer must submit the following documentation with the proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

7.9.5 Limited Partnership:

The proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

7.9.6 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section and paragraph reference numbers.

7.9.7 Executive Summary (Section A)

Condense and highlight the contents of the proposer's Business Proposal to provide DCFS with a broad understanding of the proposer's approach, qualifications, experience, and staffing.

7.9.8 Proposer's Qualifications (Section B)

Demonstrate that the proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

7.9.8.1 Proposer's Background and Experience (Section B.1)

Proposers shall address relevant background and experience to demonstrate that the Proposer meets the requirement(s) stated below and has the capability to perform the required services as a corporation or other entity.

1. Proposer should describe their experience in providing adoption services to the target population.
2. Proposer should describe their experience in building and maintaining networks with community partners for the Service Planning Area they propose to serve.

7.9.8.2 Proposer's References (Section B.2)

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title, phone number, and email address, for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms).

The County will call Proposer's references, listed on Exhibit 2, Prospective Contractor References, within 5-10 business days after the proposal submission deadline. Two attempts will be done via phone contact, the third attempt if necessary will be done via email.

1. County may disqualify a proposer as non-responsive and/or non-responsible if:
 - a) references fail to substantiate proposer's description of the services provided; or
 - b) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or
 - c) the Department is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.

2. The proposer must complete and include the following Required Forms:
 - a) Exhibit 2 (Prospective Contractor References) in Appendix D (Required Forms). Proposer must provide five (5) references where the same or similar scope of services was provided.
 - b) Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms). The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
 - c) Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms). Listing must include contracts terminated within the past three (3) years with a reason for termination.

7.9.8.3 Proposer's Financial Capability (Section B.3)

Provide copies of the company's most current and prior three (3) fiscal years (for example FY 2015, FY 2016 and FY 2017) audited financial statements available for the last three years of fiscal periods with the latest not more than eighteen (18) months old at the time of submission. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of

Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

7.9.8.4 Proposer's Pending Litigation and Judgments (Section B.4)

Identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

7.9.9 Proposer's Approach to Provide Required Services (Section C)

Present a description of the methodology the proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW.

Each Proposer will be evaluated on its description of the methodology to be used to meet the County's required information provided in Section C of their proposal.

At minimum the Adoption Promotion and Support Services description shall address the following:

7.9.9.1 Proposer's approach to identifying and servicing the target population.

7.9.9.2 Proposer's plan of coverage to transition cases within thirty (30) days of the start of the contract.

7.9.9.3 Proposer's willingness to accept referrals regardless of where the family resides in Los Angeles County.

7.9.9.4 Proposer's approach to comply with wait list requirements.

- 7.9.9.5 Proposer's approach to partner with families to develop a written Initial Service Plan.
- 7.9.9.6 Proposer's approach to establish and maintain a network of County contracted and non-contracted community partnerships comprised of service providers and resources.
- 7.9.9.7 Proposer's approach to providing a minimum of eight (8) sessions of adoption-focused and/or adoption-informed individual therapy to the target population.
- 7.9.9.8 Proposer's approach to assess for and provide family therapy utilizing evidence-based and evidence informed treatment modalities.
- 7.9.9.9 Proposer's approach for using Medi-Cal and other funding for therapeutic services.
- 7.9.9.10 Proposer's approach to assess for parenting education.
- 7.9.9.11 Proposer's approach, structure and implementation of the mentoring program, including recruitment, training and compensation of mentors.
- 7.9.9.12 Proposer's approach to offering at least one (1) adult and one (1) child support group at a minimum of once monthly and bilingual Spanish-speaking groups in compliance with the requirements of the SOW.
- 7.9.9.13 Proposer's approach to providing quarterly trainings regarding APSS to community professionals.
- 7.9.9.14 Proposer's approach to provide documentation of services provided, including therapy services as part of the services reports submitted to DCFS.

7.9.10 Proposer's Quality Assurance Plan (Section D)

Present a comprehensive Quality Assurance Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B (Statement of Work) and the Performance Outcome Summary Chart in Appendix B (Statement of Work).

The following factors may be included in the plan:

- 7.9.10.1 Activities to be monitored to ensure compliance with all contract requirements;
- 7.9.10.2 Monitoring methods to be used;
- 7.9.10.3 Frequency of monitoring;
- 7.9.10.4 Samples of forms to be used in monitoring;
- 7.9.10.5 Title/level and qualifications of personnel performing monitoring functions; and
- 7.9.10.6 Documentation methods of all monitoring results, including any corrective action taken.

Each Proposer will be evaluated on its description of the methodology to be used to meet the County's required information provided in Section D of their proposal.

Proposals shall address ALL of its outlined required elements, which shall also include how the Proposer will:

- 7.9.10.7 Describe how the organization will ensure uninterrupted services to DCFS in the event of work stoppage or emergent staffing shortage due to illness, vacation and absences.
- 7.9.10.8 Describe how the organization will identify and prevent deficiencies in the quality of service performed before the level of performances becomes unacceptable.
- 7.9.10.9 Describe the agency's method in providing services in accordance with the Core Practice Model.
- 7.9.10.10 Describe the agency's method in providing services which are informed by the Protective Factors.

7.9.11 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Section 19.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

7.9.12 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)

7.9.12.1 It is the duty of every proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

7.9.12.2 Section E of proposer's response must include:

1. A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A (Sample Contract).
2. A statement offering the proposer's acceptance of or exceptions to all requirements listed in Appendix B (Statement of Work); and

For each exception, the proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and
3. A description of the impact, if any, to the proposer's price.

7.9.12.3 Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.9.13 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit and CBE Information (Only needed as the first document of the proposal)
- Exhibit 2 Prospective Contractor Reference (Only needed in Section B)
- Exhibit 3 Prospective Contractor List of Contractors (Only needed in Section B)
- Exhibit 4 Prospective Contractor List of Terminated Contracts (Only needed in Section B)
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference Program Consideration
- Exhibit 8 Proposer's EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11 Charitable Contribution Certification
- Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 13 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking
- Exhibit 14 Transmittal Letter (Only needed once prior to Section A)
- Exhibit 15 Offer to Perform and Acceptance of Terms and Conditions
- Exhibit 16 List of Proposer's Commitments
- Exhibit 17 Sample Board of Directors Resolution

- Exhibit 18 Agency Involvement in Litigation and/or Contract Compliance Difficulties (Only needed in Section B)
- Exhibit 19 Revenue Disclosure (non-public Proposer)
- Exhibit 20 List of Current Members of Board of Directors/Other Agencies
- Exhibit 21 Proposer's Certification of Ownership and Financial Interest
- Exhibit 22 List of Subcontractors
- Exhibit 23 Audited Financial Statements (Only needed in Section B; three fiscal years)
- Exhibit 24 Proof of Insurability
- Exhibit 25 Organizational Data
- Exhibit 26 Job Descriptions for staff to be hired
- Exhibit 27 Secretary of State Filings – Statement of General Information
- Exhibit 28 Copies of all agency licenses, certifications, and permits
- Exhibit 29 Medi-Cal Certification
- Exhibit 30 Transitional Job Opportunities Preferences Application

Cost Proposal Required Forms:

- Exhibit 31 Pricing Sheet
- Exhibit 32 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- Exhibit 33 Line Item Budget
- Exhibit 34 Budget Narrative

All information contained in proposals is subject to public disclosure under the Public Records Act. Proposers are advised to redact all personal information, such as home addresses and personal phone numbers of Proposer's staff, from copies of all licenses, certifications, permits, Board resolutions, resumes, etc.

7.9.14 Transmittal Letter

The Transmittal Letter shall not exceed four (4) pages, which are allowable beyond the thirty-five (35) page limit. The Transmittal Letter shall be on the Proposer's letterhead stationery. Proposer-

created forms, diagrams, and other relevant attachments are allowable beyond the thirty-five (35) page limit, and may be attached at the end of each of the four (4) narratives. The Transmittal Letter should only be included once prior to Section A of the Business Proposal. The Transmittal Letter shall include: (1) Proposer's legal business name and legal business status (i.e., partnership, corporation, etc.); (2) address, telephone, and facsimile numbers of the person(s) to be used for contact; (3) **the names and original signatures of the persons identified on the agency's Board Resolution as authorized to sign on behalf of Proposer and to bind the agency in a Contract;** (4) the number of years in business under the present name; (5) the programs the agency is attempting to qualify; (6) which target population category the proposer is attempting to serve; (7) the number of years of experience the Proposer has had in providing the required services identified in Exhibit B, Statements of Work (as applicable); and (8) Proposer's disclosure (if any) of any employee or any other person acting on Proposer's behalf, who is within the purview of County Code Section 2.180.010.

The Transmittal letter addressed to:

Aileen Ochoa, Section Manager
Department of Children and Family Services
Contracts Administration Division, Section 2
425 Shatto Place, 4th Floor, Room 400
Los Angeles, CA 90020

7.10 Cost Proposal Format

The Cost Proposal must be clearly labeled by indicating the name of the organization and the Service Planning Area it's being submitted for, to reflect content and service levels as appropriate.

7.10.1 The content and sequence of the proposal must be as follows:

7.10.1.1 Cover Page identifying, at a minimum, the RFP, the proposer's name, the Program type and Service Planning Area.

7.10.1.2 Exhibit 31 (Pricing Sheet) in Appendix D (Required Forms).

7.10.1.3 Exhibit 32 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms).

7.10.1.4 Exhibit 33 (Sample Line Item Budget) in Appendix D (Required Forms).

7.10.1.5 Exhibit 34 (Budget Narrative) in Appendix D (Required Forms).

7.11 Firm Offer-Withdrawal of Proposal

7.11.1 Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.12 Proposal Submission

7.12.1 The original Business Proposal and three (3) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

"BUSINESS PROPOSAL FOR ADOPTION PROMOTION AND SUPPORT SERVICES (APSS) RFP #18-0009"

The original Cost Proposal and three (3) copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

"COST PROPOSAL FOR ADOPTION PROMOTION AND SUPPORT SERVICES (APSS) RFP #18-0009"

The proposal(s) shall be delivered to:

Department of Children and Family Services
Contracts Administration Division, Section 2
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Michelle Alconcel

Proposers are highly encouraged to submit proposal(s) in person. It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 7.3

(RFP Timetable), will not be accepted and will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. Please allow sufficient time to submit your proposals, including the time to locate parking, sign in with receptionist, deliver your proposal(s) to the correct location; and obtain a receipt.

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

8.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin after the close of the RFP submission date on Monday, August 13, 2018, at 12:00 P.M., PST. Please allow sufficient time to submit your proposal(s) to the correct location; and obtain a receipt. Proposals will not be accepted after **12:00 P.M., PST on August 13, 2018.**

Proposals received by the proposal submission deadline will be reviewed for responsiveness and responsibility of the selection process. Proposals received after the deadline are non-responsive and will be returned to the Proposer.

Any Proposer who submits a proposal that is incomplete or has incomplete or missing forms may be disqualified and their proposal eliminated from further consideration at the discretion of the County.

Review of the proposals will be made by the Contract Analyst. The review is a pass or fail determination of the Proposer's adherence to proposal format and instruction listed in Section 3, Proposer's Minimum Mandatory Requirements.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor. All proposals will be evaluated based on the criteria listed below. Potential deductions will be made for the Contractor Alert Reporting Database (CARD), inability to contact Proposer's reference(s), and significant exceptions to the Terms and Conditions of the

Sample Contract. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective contractor has been selected, the County and the prospective contractor(s) will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective contractor.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Requirements (Pass-Fail)

8.2.1 County shall review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms) and determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Qualifications) of this RFP.

Failure of the proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.3 Disqualification Review

8.3.1 A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification

Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 5.8 (Determination of Proposer Responsibility).

8.4 Business Proposal Evaluation and Criteria (80% of Total Possible Points)

8.4.1 Any reviews conducted during the evaluation of the proposal may result in a point reduction.

8.4.2 Proposer's Qualifications (20%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Paragraph 7.9.8.1 (Proposer's Background and Experience (Section B.1)) of the proposal.

Proposer will be evaluated on the verification of references provided in Paragraph 7.9.8.2 (Proposer's References (Section B.2)) of the proposal. Proposers are allowed to use their contracts with other County Departments, local, state and federal resources as references for this RFP. **However, Proposers are not**

allowed to use their contracts with DCFS as a reference for this solicitation. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions. A review will be conducted to evaluate the proposer's financial capability as provided in Paragraph 7.9.8.3 (Proposer's Financial Capability (Section B.3)) of the proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Paragraph 7.9.8.4 (Proposer's Pending Litigation and Judgment (Section B.4)) of the proposal.

8.4.3 Proposer's Approach to Providing Required Services (50%)

The proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Paragraph 7.9.9 (Proposer's Approach to Provide Required Services (Section C)) of the proposal.

8.4.4 Quality Assurance Plan (10%)

The proposer will be evaluated on its ability to establish and maintain a complete Quality Assurance Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Assurance Plan shall cover the proposed monitoring system of all services listed on the Performance Outcomes Summary based on the information provided in Paragraph 7.9.10 (Proposer's Quality Assurance Plan (Section D)) of the proposal.

8.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix A (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit B (Statement of Work), as stated in Paragraph 7.9.12 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/ or Exceptions to (Section E)) of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the

exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

8.5 Cost Proposal Evaluation Criteria (20% of Total Possible Points)

Proposer shall submit a separate Cost proposal for each SPA for which they are bidding on, in the format described in Section 7.10 (Cost Proposal Format), both as to sequence and as to content. Failure to comply with these provisions may, at the sole discretion of the Director of DCFS, result in disqualification of the proposal.

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract as reflected in the Proposer's line item budget and budget narrative. Therefore, the Proposer should strive to meet these objectives. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an objective to engage in cost effective endeavors to achieve potential savings.

Bid prices must be firm and fixed during the term of the Contract. There will be no cost-of-living adjustments during the term of the Contract.

All Proposers' Cost Proposals will be evaluated separately from the Business Proposals. The score of the Cost Proposal will then be combined with the score of the Business Proposal to determine the overall score and ranking of each proposal submission.

8.5.1 Evaluation of Cost (20%)

Full points will be awarded to bids which fall within 10 percent of the average cost in each SPA, not to exceed the maximum annual funding amount. Less points will be awarded to those bids that fall within 10.1-20 percent of the average cost in each SPA. Lesser points will be awarded to those bids that fall within 20.1-30 percent of the average cost in each SPA. No points will be awarded to those bids that fall outside the 30.1 percent from the average cost within each SPA.

However, should one or more of the proposers' request and be granted a preference under one of the County's applicable

preference programs, the cost component points will be determined as follows:

Fifteen percent (15%) of the points awarded for the cost component will be added to the aggregate total points to all proposers who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the cost points awarded to the responsible bid meeting specifications.

8.5.1.1 The number of points assigned to the evaluation of the cost proposal will be determined based on the total proposed annual cost on Exhibit 31, Price Sheet in Appendix D, Required Forms.

8.5.1.2 Instructions for completing Exhibit 31, Price Sheet are as follows:

8.5.1.2.1 One Price sheet must be submitted for each SPA for which services are being proposed.

8.5.1.2.2 SPAs are described in terms of zip codes in the Adoption Promotion and Support Services RFP, Appendix C, Zip Codes by Service Planning Area.

8.5.1.2.3 Proposer shall furnish all personnel, labor and materials necessary for APSS. Said work shall be done for the period prescribed and the manner set forth in the APSS Statement of Work.

8.5.1.2.4 Proposed total annual cost shall be inclusive of Direct and Indirect cost of providing service(s).

8.5.1.2.5 Line item budget and budget narrative should reflect how the proposer arrived at the total price.

8.6 Intentionally Omitted

8.7 Department's Proposed Contractor Selection Review

8.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining proposers in writing that the Department is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers shall not be discussed, although the Department may inform the requesting proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 8.7.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph 8.7.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a proposer;

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review.

(See Paragraph 8.8 (County Independent Review Process) below).

8.8 County Independent Review Process

8.8.1 Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the proposer.

APPENDIX A
SAMPLE CONTRACT



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
ADOPTION PROMOTION AND SUPPORT SERVICES

CONTRACT NUMBER XXXXXX

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- J Auditor-Controller Contract Accounting and Administration Handbook
- K Confidentiality of CORI Information
- L User Complaint Report (UCR)
- M Charitable Contributions Certification
- N Internal Revenue Service Notice 1015

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
ADOPTION PROMOTION AND SUPPORT SERVICES**

This Contract (“Contract”) made and entered into this 1st day of January, 2020 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 Section 26227, 31000 and 53703, County is permitted to contract for services; and

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

WHEREAS, County has determined that the services to be provided under this Contract are necessary to provide support to children and adoptive families so that they can make a lifetime commitment to ensure permanency for children, thereby expediting the adoption process, and reducing disruption and dissolutions of adoptions and the number of children waiting out-of-home care; 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, B, C, D, E, F, G, H, I, J, K L, M, and N 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 shall 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:

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – Pricing Schedule
- 1.3 Exhibit C – Line Item Budget and Budget Narrative
- 1.4 Exhibit D – Contractor’s EEO Certification
- 1.5 Exhibit E – County’s Administration
- 1.6 Exhibit F – Contractor’s Administration
- 1.7 Exhibit G – Forms Required at the Time of Contract Execution
- 1.8 Exhibit H – Jury Service Ordinance
- 1.9 Exhibit I – Safely Surrendered Baby Law
- 1.10 Exhibit J – Auditor-Controller Contract Accounting and Administration Handbook
- 1.11 Exhibit K – Confidentiality of CORI Information
- 1.12 Exhibit L – User Complaint Report (UCR)
- 1.13 Exhibit M – Charitable Contributions Certification
- 1.14 Exhibit N – Internal Revenue Service Notice 1015

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 shall be valid

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

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **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.

2.1.1.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this Contract, at any tier, under oral or written agreement.

2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.1.7 **County Program Manager (CPM):** The County representative responsible for daily management of the Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.1.1.8 **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, goods, services and other work provided by the Contractor.
- 2.1.1.9 **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.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.12 **County:** The Department of Children and Family Services (DCFS) on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.1.1.13 **DCFS:** County of Los Angeles Department of Children and Family Services
- 2.1.1.14 **Deliverable:** Tangible, measurable task, service, or activity required under this Contract.

3 WORK

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

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

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional, one (1) year periods through December 31, 2024 for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Director or his/her designee, by Amendment or written notice to the Contractor, as authorized by the County's Board of Supervisors. Optional years are contingent upon California Department of Social Services (CDSS) approval.

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

- 4.3 The Contractor shall notify Department of Children and Family Services (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 shall send written notification to DCFS at the address herein provided in Exhibit E - 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 sixty (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 and the Board of Supervisors.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Maximum Annual Contract Sum for this Contract is \$XXXX.

5.2 Written Approval for Reimbursement

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall 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 shall send written notification to DCFS at the address herein provided in Exhibit E, County's Administration.

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall 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 shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 Contractor shall submit a monthly invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the services were rendered. Any invoice 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 shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

- 5.5.6 Whether or not federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Super Circular A-122, Cost Principles for Non-Profit Organizations and OMB A-87, Cost Principles for State, Local and Indian Tribal Governments. Contractor is responsible for obtaining the most recent version of the OMB Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.5.7 Contractor without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions shall not result in any increase in the Maximum Annual Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.8 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.9 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor Controller.
- 5.5.10 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 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 Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor shall 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.

- 5.5.11 Contractor shall 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 exceed the Maximum Annual Contract Sum for said Contract year.
- 5.5.12 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.
- 5.5.13 County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in Exhibit B, 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.
- 5.5.14 Contractor shall have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.15 Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit B, Pricing Schedule and Exhibit C, Contractor's Line Item Budget and Budget Narrative. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in

accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

5.5.16 Contractor must limit administrative and indirect costs to ten percent (10%) of total expenditures of contract funds; unless Contractor has received prior DCFS approval for an exception due to a federally approved indirect cost rate letter of over ten percent (10%).

5.5.17 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 shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.18 All invoices under this Contract shall be submitted in two (2) copies to the following address:

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - 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

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

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation

to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.1.2 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, shall 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

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

- 6.3.1.1 Meeting with the Contractor's Program Manager on a regular basis;

- 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

- 6.3.1.3 Ensuring that the objectives of this Contract are met;

- 6.3.1.4 Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements; and

- 6.3.1.5 Overseeing the day-to-day administration of this Contract.

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

6.4 County's Contract Program Monitor

- 6.4.1 The role of the County's Program Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall 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 F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown. The Contractor shall ensure that no interruption of services occur as a result of a change in personnel.

7.2 Contractor's Program Manager

7.2.1 The Contractor's Program Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall 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 shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall 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

7.3.1 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.

7.3.2 Contractor shall request approval from the County Program Manager in writing of any change(s) in the Contractor's key personnel at least three (3) business days before proposed change(s), including name and qualifications of new personnel and sub-contracted providers.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 For the safety and welfare of the children to be served under this Contract, Contractor shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to criminal conviction information with subsequent arrest notification obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless 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 shall 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 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5.4 Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.

7.5.5 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving

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

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this 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 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2, "Contractor's Employee Acknowledgement and Confidentiality Agreement." Contractor shall maintain in its files copies of such executed Agreements.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3, "Contractor's Non-Employee Acknowledgement and Confidentiality Agreement." Contractor shall maintain in its files copies of such executed Agreements.
- 7.6.7 Confidentiality Requirements for Probation Department**
- 7.6.7.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the Contractor's care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.
- 7.6.7.2 Employees of Contractor shall be given copies of all cited code sections, and a form to sign Exhibit K, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.
- 7.6.8 Contractor agrees to notify County in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including

names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the DCFS Director, or his 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 shall be prepared by DCFS and executed by the Contractor and by the DCFS Director, or his designee.
- 8.1.3 The DCFS Director or his designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the DCFS Director, or his designee.
- 8.1.4 The DCFS Director or 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 shall be in compliance with 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

- 8.2.1 The Contractor shall 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 shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

8.3.1 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

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

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within five (5) business days after the Contract effective date, the Contractor shall provide the

County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 Contractor shall use "User Complaint Report" – Exhibit L as part of their policy.
- 8.5.2.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.4 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.5 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.6 The Contractor shall 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.
- 8.5.2.7 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.8 Copies of all written responses shall 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 shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert,

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

- 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 Department of Labor Regulations (41 CFR Part 60).
- 8.6.4 Failure by Contractor to comply with such laws and regulation shall be a material breach of this Contract and may result in termination of this Contract.

8.7 Compliance with Civil Rights Laws

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

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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this 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 shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this 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, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's DPSS Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

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 shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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 (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

8.13.1 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, in Exhibit I, 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 www.babysafela.org.

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 shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board 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 shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 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 shall 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 shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Intentionally Omitted

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this 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 shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

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

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

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 shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.22.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2, "Contractor's Employee Acknowledgement and Confidentiality Agreement." The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3, "Contractor's

8.23 Indemnification

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

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 shall 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, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any

required Contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) 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), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division, Section 2
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attn: Michelle Alconcel, Management Analyst

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

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 shall 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 shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall 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 shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

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

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

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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the

requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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 shall 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 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be agreed upon at such time and the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure

of the Contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall 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

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

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 shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or

because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this 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 shall 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 shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar,

equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor shall 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 is not able to resolve the dispute, the DCFS Director, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall 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 I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - 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 his designee shall 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

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit,

excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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 shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.38.4 Contractor shall be responsible for conducting annual financial audits of its agency and its subcontractors(s) if required by County and/or the California Department of Social Services (CDSS) or Government Code Section 12586, 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 shall 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 Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39 Recycled Bond Paper

- 8.39.1 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 shall 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 shall 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 shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Contractor shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:
- 8.40.8.1 An executed Exhibit G2, "Contractor's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 8.40.8.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 8.25, Insurance Coverage Requirements, of this Contract.
- 8.40.8.3 The Tax Identification Number of the subcontracting agency to be placed on the

signature page of the subcontract. This tax Identification Number shall not be identical to the Contractor's Tax Identification Number.

8.40.8.4 Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

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

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

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

8.41.1 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) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to 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 shall 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 shall 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 shall:

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 shall 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 shall 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 Manager:

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 shall be liable to the County for any and all excess costs incurred by the County,

as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in 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 shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this 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 shall 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) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.43.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in

subparagraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of subparagraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County, or designee, deducted from any amounts due to the Contractor by the County, where under this Contract or otherwise.

8.43.7 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.23 (Indemnification).

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 shall 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 shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the

employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

- 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) shall 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

- 8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the

County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall 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 shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 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" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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 shall 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County shall 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, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this Paragraph 9.1 shall survive the expiration or termination of this Contract.

9.2 Patent, Copyright and Trade Secret Indemnification

- 9.2.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or

proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Contractor's Charitable Activities Compliance

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

9.4 Data Destruction

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

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

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

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

9.5 Contractor Protection of Electronic County Information

9.5.1 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, USB flash drives, external hand drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 2: Best

Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

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

c. Certification

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

9.6 Social Enterprise (SE) Preference Program

9.6.1 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.

9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as an SE.

9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit,

report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as an SE.

9.6.4 If Contractor has obtained County certification as an 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 shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1) 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
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Contractor Alert Reporting Database (CARD)

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

9.8 Child Abuse Prevention Reporting

9.8.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger

of future abuse. The Contractor will remain with the child if imminent risk is present.

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

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

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

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

9.9 Conduct of Program

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

9.10 Employee Benefits and Taxes

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

9.10.2 County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee

withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

9.11 Fixed Assets

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

9.12 Former Foster Youth Consideration

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

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

9.12.1.1 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special

circumstances relevant to the hiring procedure for said position(s).

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

9.13 Office Location

- 9.13.1 Contractors shall have an office location which will be convenient for the majority of clients living in their contracted SPA.

- 9.13.1.1 Within thirty (30) days of contract start date, Contractors shall have their required office location in place.

9.14 Hours of Operation

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

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

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

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

- 9.14.3 Contractor shall submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

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

9.14.5 Contractor shall not be required to work on the following County Holidays.

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Cesar Chavez (Last Monday in March)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous Peoples 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)

9.14.6 Contractor shall obtain approval from the County Program manager prior to any service interruption that goes beyond the County Holidays listed in section 9.14.5 of this Contract.

9.15 Contract Negotiations

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

9.16 Contract Mandatory Orientation

Contractor shall attend a mandatory orientation that will be provided by County within thirty (30) days of the Contract Start Date.

9.17 Contract Mandatory Meetings

Contractor shall attend Provider meetings on a monthly basis or as scheduled by the County Program Manager or designee.

9.18 Shred Documents

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

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

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

9.19 Use of Funds

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

9.20 State Energy Conservation Plan

Contractor shall be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33USC 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
Bobby D. Cagle, Director
Department of Children and Family Services

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARYY C. WICKHAM, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy County Counsel

**CONTRACT FOR
ADOPTION PROMOTION SUPPORT SERVICES**

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STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

PRICING SCHEDULE

NOT ATTACHED TO SAMPLE

LINE ITEM BUDGET AND BUDGET NARRATIVE

NOT ATTACHED TO SAMPLE

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

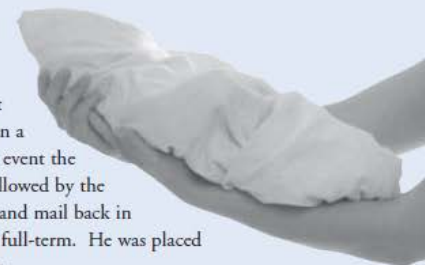
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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

The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

Revision: March 2014

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

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

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

1.2 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

2.0 Accounting System

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

2.1 General Journal

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

Example:

	<u>Debit</u>	<u>Credit</u>
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

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

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

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

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

A ***Check Register*** may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS use the expense account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The COUNTY recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(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 shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum COUNTY'S reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – Vendor name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal

awards, including pass-through awards, have annual audits. Details are contained in the Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. **Petty cash**

disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR-issued credit cards and an employee's personal credit card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements are not sufficient support for credit card purchases.***

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land cannot be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

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 shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.
- 6.0 Investments – COUNTY program funds 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 CONTRACTOR to provide the services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and applicable OMB Circular(s). The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

CONTRACTOR shall 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 Expenses

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular(s), agencies shall define their allocable expenses as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs 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 expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive

compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to establish compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment

USER COMPLAINT REPORT

SAFE CHILDREN AND STRONG FAMILIES

This form is to be used by DCFS users of Adoption Promotion & Support 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):

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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 Proposer 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

Name and Title of Signer (please print)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

STATEMENT OF WORK
ADOPTION PROMOTION AND SUPPORT SERVICES

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SECTION A – PREAMBLE

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

The County's Vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. The County's Mission is to establish superior services through inter-Departmental and cross-sector collaboration that measurably improves the quality of life for the people and communities of Los Angeles County. This is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

SECTION B – PROJECT FOUNDATION

1.0 PURPOSE

The Adoption Promotion and Support Services (APSS) program is funded by the Promoting Safe and Stable Families (PSSF) program and is part of a continuum of care consistent with the Department of Children and Family Services (DCFS) Shared Core Practice Model, Exhibit 7, which ensures that the physical, emotional, social and educational needs of children are met in a safe and nurturing environment. DCFS and Probation Department partner with community-based CONTRACTORS to provide adoption-focused specialized services when adoption is in the best interest of the child or non-minor dependent.

Adoption-focused specialized services include utilizing state-of-the-art research and promising practices, delivered within a context of public child welfare adoption, to offer solutions and support to clients while acknowledging the significance of trauma and loss that created the adoption opportunity.

Childhood experiences, both positive and negative, have a tremendous impact on future violence, victimization, perpetration, and impacts lifelong health and opportunities.

As such, early experiences are an important public health issue. Much of the foundational research in this area has been referred to as Adverse Childhood Experiences (ACEs). The study demonstrated an association of ACEs with increased risk of psychopathology in childhood as well as health and social problems as an adult. The study brought forth emerging ideas towards mitigating risks and a trauma-informed approach to system and service delivery.

The objectives and delivery of the APSS program shall be designed to encourage, expedite and maintain children and non-minor dependents in care, through Los Angeles County DCFS in safe, loving adoptive homes. Adoption-focused services consist of therapy, parenting education, mentors, support groups, and case management, including linkages to services not directly provided by the CONTRACTOR's program. Participation in APSS services is voluntary.

2.0 TARGET POPULATIONS

Adoption Promotion and Support Services targets the following demographic:

- 2.1 Children or non-minor dependents that could benefit from a more permanent plan of adoption.
- 2.2 Children or non-minor dependents who are hesitant about being adopted.
- 2.3 Matched and unmatched children, caregivers and families involved in the DCFS/Probation adoption process, including pre-adoption activities, or participating in the Resource Family Approval process and the adoption home study process.
- 2.4 Children, non-minor dependents or families in need of support and services before and after adoption finalization, up until the youngest prospective adoptive or adopted child is age 21.

SECTION C – SERVICE DESCRIPTION

3.0 SCOPE OF WORK

Adoption Promotion and Support Services (APSS) provides services consistent with the DCFS Shared Core Practice Model, Exhibit 7, to children and families either currently or previously involved with DCFS and Probation who are in various stages of the adoption process. Adoption is promoted when it is in the best interest of the child or non-minor dependent. DCFS contracts with Community-based agencies located within the eight (8) Service Planning Areas (SPAs) of Los Angeles County to provide coordinated services. These community based agencies must have adoption expertise and be trained to focus on adoption-related issues.

Services to be rendered under APSS are: case management, including linkage services; adoption-focused therapy (individual, and family); adoption-focused parenting education, APSS Mentor Program, and support groups (for children, non-minor dependents and/or adults). Within each service category, at least one service modality shall be evidence based or evidence informed.

3.1 The Five Protective Factors

The five Protective Factors (Exhibit 8) 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.

- 3.1.1 CONTRACTOR shall use a standardized or other DCFS approved pre- and post- Protective Factors survey, Exhibit 9, to assess their client's initial strengths and needs to be incorporated into the Initial Service Plan (ISP) and at the close of the case.
- 3.1.2 The Initial Service Plan, Quarterly reports and Updated Service Plans shall include service goals and a treatment plan which reflect the family's assessed levels based on the strengths and needs using the Protective Factors.

3.2 Initial Transfer of Records

- 3.2.1 At the start of a new contract, CONTRACTOR shall accept transitioned cases from the prior CONTRACTORS.
- 3.2.2 The new CONTRACTOR shall submit a plan of coverage to the Case Program Manager (CPM) for the transitioned cases within thirty (30) days of the start of the new contract or within thirty (30) days of receipt of transitioned cases from prior CONTRACTORS.
- 3.2.3 The plan of coverage shall include (1) telephonic contact with the family within two weeks of the 30-day transitional period; (2) a face-to-face contact with the family within five business days from the telephonic contact, and (3) an initial service plan for the family shall be developed within 30 days from the initial face-to-face contact with the family.

3.3 APSS Services

CONTRACTOR shall take into consideration the family's protective factor strengths and needs and the Seven Core Issues of Adoption. APSS services shall facilitate the development and strengthening of parental protective factors, consistent with the Family Strengthening and Support Approach and the Protective Factors Framework and shall address the Seven Core Issues of Adoption (Exhibit 7 and 8).

4.0 REFERRALS

- 4.1 The CONTRACTOR shall accept the Adoption Promotion and Support Services Referral through the online Family Centered Services (FCS) Data system.
- 4.2 CONTRACTOR shall accept the referral regardless of where the family resides within Los Angeles County. Efforts will be made to assign referrals based upon the home address; however, other considerations may take precedence. CONTRACTOR may also create service requests on the FCS Online Referral System for finalized families.
- 4.3 If the CONTRACTOR, after assessing the child or non-minor dependent and/or family, regards them as inappropriate for APSS services, the CPM, or designee, in collaboration with CONTRACTOR, shall determine the appropriateness of referrals. The COUNTY reserves the right to make the final decision.
- 4.4 CONTRACTOR shall make contact with (1.) the family, and (2.) at least one of the following: case-carrying Children's Social Worker (CSW)/Probation Officer or Post Adoption Services (PAS) CSW within two (2) business days of the referral assignment.
- 4.5 CONTRACTOR shall have initial face-to-face contact with the child or non-minor dependent, and/or family within five (5) business days of the date listed on the referral form.
- 4.6 CONTRACTOR shall immediately notify both the CPM or designee and case carrying CSW or PAS CSW when CONTRACTOR is unable to make contact with the family within two (2) business days of the referral assignment, or have initial face-to-face contact within five (5) business days.
- 4.7 CONTRACTOR shall notify via email both the CPM or designee and the case carrying CSW/Probation Officer or PAS CSW within five (5) business days of the refusal of services by a child, non-minor dependent, and/or family referred by DCFS or Probation.
- 4.8 If CONTRACTOR is unable to make contact with the family within five (5) business days of the referral assignment, CONTRACTOR shall contact the CPM or designee to discuss if the referral should be closed or additional attempts should be made. COUNTY reserves the right to decide the number of additional attempts needed prior to closing the referral.
- 4.9 If CONTRACTOR has a protocol which requires speaking with the CSW/Probation Officer prior to speaking with the child, non-minor dependent or family before the initial face-to-face with the child, non-minor dependent or family, the CONTRACTOR shall notify the CPM or designee when the CONTRACTOR is unable to contact the CSW/Probation Officer within two (2) business days of the referral assignment. Initial contact with child, non-minor dependent/family shall occur within five (5) business days of the referral assignment.

- 4.10 APSS services of case management, therapy, parenting education, support groups, and mentoring shall be made available in the location which best serves the needs of the child, non-minor dependent and/or family, including within a Probation Camp or a Group Home.
- 4.11 The APSS CONTRACTOR shall meet with and/or contact the Deputy Probation Officer (DPO) of Record prior to visiting with the Probation child, and the DPO of Record will facilitate entry into the Probation Camp or Group Home and communication with the contact person at the facility.
- 4.12 At least one of CONTRACTOR's assigned APSS professional staff (case manager, therapist, parenting staff, support group staff or mentor) shall have face-to-face meetings with the child, non-minor dependent and/or family at a frequency that is appropriate to the needs of the child, non-minor dependent and/or family and situation, but at a minimum of once a month to: (1) continue to provide APSS services according to the ISP; (2) review and update the ISP due to changes within the family and changes needed in the supports and services provided; and/or (3) prepare for transition.
- 4.13 For Probation youth, the CONTRACTOR is required to attend a minimum of one Multi-Disciplinary Team/Team Decision Making Meeting with the group home, therapist, DPO/CSW and Permanency Officer to discuss the case in its entirety.
- 4.14 CONTRACTOR shall provide monthly, or as needed, case updates via email and face-to-face with CSW and/or DPO regarding child and family's progress and any changes in services or child and/or family's situation. CONTRACTOR's case carrying staff shall be available for telephone consultation with CSW and/or DPO as needed regarding case concerns.

4.15 Wait List

- 4.15.1 CONTRACTOR must receive written approval from CPM or designee prior to establishing a wait list. Once approved, continuance of a wait list beyond one month is at the discretion of the CPM or designee. In the event a wait list is approved, CPM will consider re-assigning the wait-listed referral(s) to a provider outside the service area.
- 4.15.2 Clients with critical needs wait-listed in excess of ten business days shall be referred to and linked with other COUNTY APSS CONTRACTORs who do not have a wait list. Client permission must be documented before the transfer. The COUNTY reserves the right to make the final decision regarding the determination of critical need.
- 4.15.3 CONTRACTOR shall make weekly telephone contact with families on the wait list and consult with APSS CPM or designee on an as-needed basis if the family requests immediate services or if the family's situation destabilizes.

- 4.15.4 Within thirty (30) days of a family's placement on a wait list, CONTRACTOR shall provide services or refer the family to another APSS provider that does not have a wait list. Referral to another APSS provider shall be preapproved by the CPM, the CSW or the Post Adoptions (PAS) Worker; and the family.
- 4.15.5 CONTRACTOR shall submit a wait list report to the CPM monthly, indicating the names of clients and length of time expected to start of services.
 - 4.15.5.1 The monthly wait list report shall be submitted to the CPM by the fifth working day of the following month.

5.0 CASE MANAGEMENT SERVICES

- 5.1 At minimum, Case Managers shall be professional level staff. CONTRACTOR shall obtain the information necessary to determine which CONTRACTOR or Linkages services are needed to address the family's protective factor needs and the Seven Core Issues of Adoption. This information shall also include: (1) the Adoption Promotion and Support Services Intake/Exit Form (Exhibit 6) identifying information form with all pertinent demographic information; (2) documentation of the consent of caretaker for admission, treatment, evaluation, aftercare or research.
- 5.2 CONTRACTOR shall provide case management services to all APSS clients, including matched and unmatched children, non-minor dependents and matched and unmatched family members experiencing adoption issues.
- 5.3 CONTRACTOR shall develop in partnership with APSS clients, consistent with the DCFS Shared Core Practice Model, a written Initial Service Plan (ISP) including: (1) documentation of client strengths and needs; (2) measurable goals and objectives related specifically to client strengths and needs as evaluated by the Protective Factors; (3) relying on the Seven Core Issues of Adoption as the assessment and treatment plan foundation; (4) the method of achieving goals (i.e., what services will be provided, how will services be provided, and who will provide the services); and (5) a plan of activities to be accomplished with the client; (6) documentation should use a recognized charting guide, such as S.M.A.R.T. (Specific, Measurable, Attainable, Results Oriented and Timely).
- 5.4 CONTRACTOR shall assess referred clients for the services requested on the FCS referral and document reasons if requested services are not offered to the clients.
- 5.5 CONTRACTOR will engage all referred children age twelve and above, non-minor dependents and families in the case planning process consistent with DCFS Shared Core Practice Model, Exhibit 7, and actively participate as a Child and Family Team member.

- 5.6 CONTRACTOR shall complete the initial service plan within 30 days of the referral assignment. All parties age twelve and above who are participating in the planned services shall sign and date the ISP. Changes to the plan shall be agreed upon by the client(s) and the provider.
- 5.7 CONTRACTOR shall complete an Updated Service Plan (USP) within 30 days of assessing new treatment and service needs for the family. An Updated Service Plan can replace a Quarterly Report if the USP is completed within the month that a Quarterly Report is due.
- 5.8 Consistent with the tracking and adapting components of DCFS Shared Core Practice Model, every 90 days CONTRACTOR shall review the client's progress toward achieving their service plan and completing the APSS program. Documentation of client progress shall include and document the following: (1) central issues encountered; (2) existing protective factors; (3) specific issues which correlate to the Seven Core Issues of Adoption; (4) client response; (5) skills learned and applied by client; (6) progress towards goals; (7) barriers to progress; (8) contacts with or from other agencies; (9) service provider's impressions; (10) reports from other involved professionals. The progress notation shall include date, time and duration of contact, a list of participants, type of service and signature of individual completing the summary.
- 5.9 CONTRACTOR shall establish and maintain a network of COUNTY contracted and non-contracted community partnerships comprised of service providers and resources. CONTRACTOR shall coordinate and collaborate with other agencies to facilitate successful client navigation across the service delivery continuum, including but not limited to: Prevention & Aftercare, Partnerships for Families, Family Preservation, Child Abuse Prevention, Intervention and Treatment Program (CAPIT), Time Limited Family Reunification, Wraparound, Full Service Partnership and specialized treatment facilities.
- 5.10 CONTRACTOR shall make best efforts to ensure that the service providers and resources are located in the community in close proximity to the client's location (whether home, work or school). Documentation of client voice and choice must be included as part of linkage process.
- 5.11 CONTRACTOR shall provide follow-up services to ensure that all clients referred to a linkage service receive the necessary service and/or resource within five (5) business days of the referral assignment.
- 5.11.1 CONTRACTOR shall document all linkage referrals in case notes, providing date of linkage, agency name where referred, and statement regarding space availability for referred client.
- 5.11.2 CONTRACTOR shall ensure that clients are referred and linked to the agency best able to accommodate the client's needs.

- 5.11.3 CONTRACTOR shall ensure that recommended linkage services address the identified needs consistent with the Protective Factor's Survey and DCFS Shared Core Practice Model, Exhibit 7.

6.0 THERAPY AND PARENTING EDUCATION

- 6.1 CONTRACTOR shall offer Individual or Family Therapy according to the needs of the client with the ultimate goal of the child or non-minor dependent being adopted or to remain safely in adoptive home. If therapy is not provided weekly, the rationale shall be documented in the case record and discussed with the case carrying CSW/Probation Officer, Post Adoptions Service (PAS) CSW or CPM or designee.
- 6.2 Case issues shall also be addressed using other APSS services, such as parenting education, mentoring and support groups.
- 6.3 CONTRACTOR shall have therapists available to other APSS staff for consultation. If a child, non-minor dependent or family is currently receiving therapy, the therapist shall be consulted before referring to a support group or mentor program.
- 6.4 CONTRACTOR shall address clinical issues in individual and family therapy that include but is not limited to the Seven Core Issues of Adoption.
- 6.5 Therapy shall address the client's needs through evidence-based and evidence informed treatment modalities including but not limited to Parent-Child Interaction Therapy (PCIT), Incredible Years (IY), UCLA TIES Transition Model (UCLA TTM), Managing and Adapting Practice (MAP), and Reflective Parenting Program (RPP).
- 6.6 Adoption-focused and adoption-informed therapy services may not be sub-contracted.
- 6.7 Therapy shall be provided at the maximum allowable funding levels reimbursable by Medi-Cal or when other funding sources are being utilized, at the maximum available levels, depending on the needs of the client.
- 6.8 Other funding sources shall be utilized to provide therapy for adults, children or non-minor dependents who do not meet medical necessity or who are in need of therapeutic services but Medi-Cal funding is not available.

6.9 Individual Therapy

- 6.9.1 A minimum of eight (8) sessions of adoption-focused and/or adoption-informed individual therapy shall be offered to all referred children, non-minor dependents, adoptive parents, prospective adoptive parents and caregivers, including unmatched prospective caregivers.

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

6.10 Family Therapy

- 6.10.1 CONTRACTOR shall assess the family for family therapy. If appropriate, family therapy shall be offered to unmatched prospective caregivers, families who are either matched with a child, or non-minor dependent or who have a child or non-minor dependent placed in their home.
- 6.10.2 Family therapy shall not supplant individual therapy, but shall be a supplemental service unless clinically indicated.

6.11 Adoption-Focused Parenting Education

- 6.11.1 CONTRACTOR shall assess the adults in the home considering adopting a child regarding their need for adoption-focused parenting education. Parenting education shall highlight the needs of children in foster care by incorporating concepts of ACEs, trauma Informed parenting, the seven core issues of adoption and effective ways of working with children to enhance the parenting experience, such as attachment-focused parenting, Beyond Consequences, and Positive Parenting.
- 6.11.2 For those adults assessed as needing parenting education, or if parenting education has been requested on the APSS referral, a minimum of eight one-hour sessions of Parenting Education shall be offered.

- 6.11.2.1 Sessions may be held as individual or group meetings.

7.0 APSS MENTOR PROGRAM

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

- 7.3 CONTRACTOR shall publicize the APSS Mentor Program in the SPA the CONTRACTOR serves.
- 7.4 CONTRACTOR shall work with other APSS CONTRACTORS to jointly convene a twice yearly mentor meeting to provide support, to create opportunities for training, and to provide an opportunity to learn from the experiences of the other mentors. At least one representative from each APSS Provider shall attend these bi-annual meetings.
- 7.5 CONTRACTOR shall ensure that parents, non-minor dependents and children involved at any point with the COUNTY adoption process, or who are a prior finalized adoption through the COUNTY are offered mentoring services.
- 7.6 CONTRACTOR shall ensure that mentors discuss adoptions with children or non-minor dependent who may be hesitant about adoptions.
- 7.7 CONTRACTOR shall ensure mentors meet face-to-face with clients at least once every three months.
- 7.8 CONTRACTOR shall inform the CPM of the compensation plan for the mentors.

8.0 SUPPORT GROUPS

- 8.1 CONTRACTOR shall provide Support Groups in English.
- 8.2 Groups shall be provided in Spanish whenever there are at least four clients who state their preference for a Spanish-speaking group.
- 8.3 Support groups shall be provided for: (1) prospective and adoptive parents and (2) children or non-minor dependents to discuss concerns, issues, frustrations, experiences, and successes related to adoption as well as everyday family life and child rearing.
- 8.4 CONTRACTOR shall give priority to families with older children and sibling sets that are in the early stages of adjusting to adoptive placement or are waiting for adoption finalization.
- 8.5 CONTRACTOR shall offer at least one adult and one child support group at a minimum of once monthly.
- 8.6 CONTRACTOR shall document support group participation through sign-in sheets for each group meeting.

9.0 TRAINING WORKSHOPS

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

10.0 IN-KIND MATCH

- 10.1 CONTRACTOR shall meet the required in-kind match, in an amount equal to, or more than ten percent (10%) of the total Contract amount.
- 10.2 This in-kind match must be documented, and may include, but is not limited to, services or donations of materials.
- 10.3 CONTRACTOR shall meet the in-kind match criteria as mandated by the Department of Health and Human Services Section 75.306 and 75.306 Subpart E. For all Federal awards, any shared costs or matching funds and all contributions, including case and third party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under subpart E of this part;
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the HHS awarding agency; and
 7. Conform to other provisions of this part, as applicable.

Subpart E

(e) Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for a third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances, in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

11.0 STAFF REQUIREMENTS AND RETENTION

11.1 Staff Requirements

- 11.1.1 CONTRACTOR's personnel, as well as all Subcontractor staff who are performing services under this Contract, shall be able to read, write, speak, and understand English in order to conduct business with COUNTY.

- 11.1.2 CONTRACTOR shall submit caseload maximums to CPM by the end of the first month of each contract term.
- 11.1.3 CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served.
 - 11.1.3.1 CONTRACTOR shall submit a corrective action plan if provider does not have a bilingual case worker for longer than two months.
- 11.1.4 CONTRACTOR shall ensure all professional and paraprofessional mentors and staff and volunteers providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community where the CONTRACTOR provides services.
- 11.1.5 CONTRACTOR shall be responsible for securing and maintaining staff who meet the minimum qualifications below and who possess sufficient experience and expertise required to provide services required in this Statement of Work (SOW).
- 11.1.6 Professional Staff: Professional staff shall have, at minimum, a Bachelor's Degree in Social work, Psychology, Marriage and Family Counseling or a closely related field.
- 11.1.7 Paraprofessional Staff: There are no minimum degree requirements for paraprofessional staff; however, CONTRACTOR shall ensure that all paraprofessional staff possess the expertise and experience necessary to provide direct client services as required in this SOW.
- 11.1.8 Program Manager: The Program Manager shall have, at minimum, a Bachelor's degree from an accredited school in a social science or a closely related field and two (2) years full-time management experience in a social service agency.
- 11.1.9 Clinical Director: The Clinical Director shall be one of the following: (1) a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences; (2) a Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or (3) a licensed Psychologist with a current license from the California Board of Psychology; or an equivalent license recognized by the California Board of Behavioral Science Examiners.
- 11.1.10 APSS Professional Therapist Staff who provides therapy to families and children must possess, at minimum, a Master's Degree in social work, psychology, marriage and family counseling or a closely related field. Non-licensed Professional Therapy Staff must be registered with the Board of Behavioral Sciences gaining hours for licensure as an

LMFT/LCSW or equivalent license. Professional Therapist Staff shall have a minimum of two (2) years of adoption experience, including, but not limited to, an awareness of the developmental process of adoption and training in adoption therapy strategies and techniques including the Seven Core Issues of Adoption.

- 11.1.11 APSS Supervising Therapist shall be currently licensed in good standing as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or Licensed Clinical Psychologist, or an equivalent license recognized by the California Board of Behavioral Science Examiners with a minimum of five (5) years adoption experience.

11.2 Staff Record Retention

- 11.2.1 CONTRACTOR shall maintain documentation in the personnel files of all professional, and paraprofessional staff, mentors, interns, and volunteers of its staff: (1) all training hours and topics; (2) copies of resumes, degrees, and professional licenses; and (3) current criminal clearances and background checks for five years after the employee or volunteer has ceased employment with the CONTRACTOR.
- 11.2.2 CONTRACTOR shall maintain copies of current driver's licenses, including current copies of proof of auto insurance for staff providing transportation on an as-needed basis to clients for as long as staff is employed by CONTRACTOR. Reports shall be available to the CPM on request.
- 11.2.3 CONTRACTOR shall maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all CONTRACTOR's staff providing transportation on an as-needed basis to clients under this Contract, for as long as staff is employed by CONTRACTOR. Reports shall be available to the CPM on request.
- 11.2.4 CONTRACTOR shall obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.

11.3 Staff Reports

CONTRACTOR shall provide the CPM, at the beginning of each Contract term and within 15 business days of any staff change(s), a roster of all staff that includes: (1) name and positions; (2) work schedule; (3) fax and telephone numbers; and (4) degree of field of study (if applicable).

12.0 STAFF TRAINING AND SUPERVISION

- 12.1 CONTRACTOR shall complete training of all professional and paraprofessional staff and interns providing program services within sixty (60) business days from their start date.
- 12.2 CONTRACTOR shall complete training of all mentors, volunteers and part-time staff providing program services within ninety (90) business days from their start date.
- 12.3 CONTRACTOR's training shall consist of a minimum of forty (40) hours. Staff shall not begin meeting with clients until after completion of the following training. This training to include, but not be limited to: (1) identifying child safety issues; (2) instructing staff and volunteers in mandated reporting requirements; (3) working with families affected by abuse and neglect; (4) and the Seven Core Issues of Adoption.
 - 12.3.1 CONTRACTOR shall submit documentation (e.g. sign-in sheets, accumulated CEU's, supervisor's case notes, etc.) regarding completion of the minimum forty (40) hours of training to CPM within five business days of completion.
- 12.4 CONTRACTOR shall provide the following additional training which must be completed per the timeframes above: (5) the Strengthening Families: Protective Factors; (6) learning methods of identifying and building family strengths; (7) the DCFS Shared Core Practice Model; (8) helping parents build on their own skills and confidence; (9) promoting positive parent-child and family interaction; (10) linking families to community services and resources; and (11) issues of cultural competency, disparity and disproportionality.
- 12.5 CONTRACTOR shall ensure all staff (professionals, paraprofessional, interns, and volunteers) and subcontractors' staff providing program services receives regular, ongoing in-service training and supervision. CONTRACTOR's staff shall receive a minimum of eight (8) hours of training each quarter or 32 hours per fiscal year of the Contract term. APSS professionals, paraprofessional staff, interns and volunteers who have worked in an adoption agency for two (2) years or more would qualify for a reduction to 16 hours of training per fiscal year.
- 12.6 CONTRACTOR shall ensure that all staff providing APSS services shall participate in the Strengthening Families certification trainings if made available to APSS Providers by the County. If the training is available, all APSS staff shall receive certification by the end of the second year of the contract's effective date.
- 12.7 CONTRACTOR shall hold supervision reviews at least once every two (2) weeks or more frequently, as needed with all professional staff, paraprofessional staff, interns, and all other staff that provide program services which involve direct client contact under this contract, with the exception of mentors and volunteers who may be supervised on a monthly basis. Copies of sign-in logs, agendas and any other

supervision materials shall be made available to the CPM upon request. Supervision reviews may be held individually or as a group.

13.0 SERIOUS INCIDENT REPORTS

- 13.1 CONTRACTOR shall provide Serious Incident Reports (SIRs) that document any significant criminal or disciplinary action, health and safety issue, rules violation or action involving liability including, but not limited to, the following: (1) treatment complications; (2) serious accidents or injuries to the client; (3) morbidity (disease or illness); (4) death of client/caregiver/client significant other; (5) runaways and missing clients and (6) activities that place client at risk of harm or cause unusual pain, or cause others to be at risk of harm.
- 13.2 SIRs shall include the name and DOB of the child, the location of the child, the name of the caregiver and relationship to the child, and the child's adoption status.
- 13.3 CONTRACTOR shall email or fax SIRs within one (1) business day of CONTRACTOR notification of the incident to the COUNTY Program Manager with a copy to the designee and both the primary CSW and the Adoption CSW. If applicable, SIRs should clearly provide recommended services and resources to address the concerns of the serious incident.
- 13.4 CONTRACTOR shall call the Child Protection Hot Line (CPHL) per the mandated reporter requirements. If a CPHL call is made the SIR must include the referral number if a referral was taken or the name of the CPHL staff who declined to take the referral.

14.0 REPORTING REQUIREMENTS

- 14.1 CONTRACTOR shall provide service completion/termination summary reports that include: (1) reason for completion/termination; (2) summary of services provided; (3) client progress based on the Seven Core Issues of Adoption; (4) progress as measured by the Protective Factors Survey; (5) skills taught and goals attained or not attained; (6) prognosis and recommendation for further care/treatment; and (7) aftercare plan that provides reasonable assurance of continued care with the participation of the client and family or guardian where indicated.
- 14.2 CONTRACTOR shall complete the Monthly Summary Report (Exhibit 1) each month and submit electronically via email to the COUNTY CPM or through the FCS Data system when available.
 - 14.2.1 Monthly summary reports for the prior month shall be submitted by the tenth business day following the prior month.

- 14.3 Therapists shall provide documentation of services provided as part of the services reports submitted to DCFS.
- 14.4 CONTRACTOR shall include therapy activities and client data in monthly service counts and any other reports requested by CPM or designee. Data provided shall include all information requested as permitted by law and as long as there is no breach of confidentiality. Other data may be released with the written consent of the client.

15.0 QUALITY SERVICE REVIEW (QSR)

- 15.1 CONTRACTOR shall fully cooperate with and participate in both the development and implementation of any proposed QSR. The CPM will review and have the final approval authority over the QSR component and its implementation process.

16.0 QUALITY ASSURANCE PLAN

- 16.1 Tracking and Adapting are critical components of the DCFS Shared Core Practice Model, Exhibit 7. Consistent with the DCFS Shared Core Practice Model, the CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to ensure compliance with the requirements of the contract.
- 16.2 CONTRACTOR shall submit a draft of its QAP for evaluation to demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan shall be provided to the CPM within thirty (30) days of the Contract start date, with revisions as changes occur.
- 16.2.1 The QAP shall include a description of how the CONTRACTOR's service delivery model components align with the Strengthening Family's Protective Factor Framework.
- 16.2.2 The QAP shall include a description of how the Strengthening Family's Protective Factors Framework and the Seven Core Issues of Adoption will be utilized and incorporated into client services.
- 16.2.3 The QAP shall include a description of how the CONTRACTOR's service delivery model will align with the DCFS Shared Core Practice Model, which includes engaging, teaming, assessment and understanding, planning and intervening, and tracking and adapting.
- 16.3 The original QAP and any revisions thereto shall include, but not be limited to, the following:
- 16.3.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. CONTRACTOR shall include methods for identifying and preventing

deficiencies in the quality of service performed before the level of performance becomes unacceptable.

16.3.2 Methods for ensuring uninterrupted service to COUNTY in the event of a strike or any other potential disruption in service, which may include medical leaves, vacations, etc., by CONTRACTOR's employees.

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

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

17.0 QUALITY ASSURANCE MONITORING

The COUNTY Program Manager, or other personnel authorized by the COUNTY, will monitor and evaluate CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work, Performance Outcome Measures. All monitoring will be conducted in accordance with Section 8.15, COUNTY's Quality Assurance Plan, of the Contract.

17.1 CONTRACTOR will be subject to a program review by the COUNTY, at a minimum of once per year, for the period of the contract. CONTRACTOR shall make available to the COUNTY, upon request, the following records for review:

17.1.1 Personnel records, pertaining to current paid and volunteer staff;

17.1.2 Client Case Records;

17.1.3 Financial Records.

17.2 CONTRACTOR shall submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the technical review, including billing deficiencies, within ten (10) business days of the receipt of the Technical Review Letter.

18.0 TRANSFER OF RECORDS

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

19.0 GREEN INITIATIVES

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

19.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

20.0 PERFORMANCE OUTCOME SUMMARY

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

Safe Children and Strong Families (SCSF)
SECTION D – PERFORMANCE OUTCOME SUMMARY
ADOPTION PROMOTION and SUPPORT SERVICES

OUTCOME PERFORMANCE INDICATOR	PERFORMANCE TARGET	MONITORING METHODS
1. CONTRACTOR shall provide Case Management services to all APSS clients. (SOW, Sec 5.2)	1. 100% adherence to County requirements as stated in this contract.	Online Referral and Data System.
2. CONTRACTOR shall assess referred clients for the services requested on the FCS referral and document reasons if requested services are not offered to the clients. (SOW, Sec 5.4)	2. 100% adherence to County requirements as stated in this contract.	Monthly and Annual Reports. Ad Hoc Reports as Requested by CPM.
3. CONTRACTOR shall offer mentoring services to all referred children and/or adults. (SOW, Sec 7.5)	3. 100% adherence to County requirements as stated in this contract.	On-Site Technical Reviews by Program Monitors.
4. CONTRACTOR shall offer at least one support group for adults and one support group for children per month. (SOW, Sec 8.5)	4. 100% adherence to County requirements as stated in this contract.	Pre and post- Protective Factors Survey
5. CONTRACTOR shall offer a minimum of eight (8) weekly sessions of adoption-focused or adoption-informed therapeutic services to all referred children and adults, and non-minor dependents. using either licensed clinicians or registered interns under the supervision of a licensed clinician. (SOW, Sections 6.12.1, 11.1.10, 11.1.11)	5. 100% adherence to County requirements as stated in this contract.	
6. APSS services shall facilitate the development and strengthening of protective factors; consistent with the DCFS Shared Core Practice Model, the Protective Factors Framework and addressing the Seven Core Issues of Adoption. (SOW, Sec 3.3)	6. 100% adherence to County requirements as stated in this contract.	
7. Of the families that have received APSS services, the percentage of dissolutions of adoptive placement or finalized adoptive home.	7. Shall not exceed a maximum of 15%.	
8. Of the families that have received and/or completed APSS services, the percentage of children who were stabilized or made progress toward the goal of a permanent adoptive home.	8. Shall meet a minimum of 70%.	

LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

Exhibit 1	APSS Monthly Summary Report—two pages
Exhibit 2	Adolescent Customer Satisfaction Survey -- English
Exhibit 3	Adolescent Customer Satisfaction Survey -- Spanish
Exhibit 4	Parent Customer Satisfaction Survey -- English
Exhibit 5	Parent Customer Satisfaction Survey -- Spanish
Exhibit 6	Adoption Promotional and Support Services Intake/Exit Form
Exhibit 7	DCFS Shared Core Practice Model
Exhibit 8	DEFINITIONS
Exhibit 9	Protective Factors Survey
Exhibit 10	Zip Codes By Service Planning Area

APSS Monthly Summary Report

Name of APSS AGENCY:																										
OCAP INITIAL SERVICE COUNT											OCAP INITIAL SERVICE COUNT.															
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.											A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.															
Children Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Please do not use	Disabled Adults Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Please do not use															
White Non-Hispanic	0	0	0	0	0	White Non-Hispanic	0	0	0	0	0															
Hispanic	0	0	0	0	0	Hispanic	0	0	0	0	0															
Black Non-Hispanic	0	0	0	0	0	Black Non-Hispanic	0	0	0	0	0															
Asian	0	0	0	0	0	Asian	0	0	0	0	0															
American Indian or Alaska Native	0	0	0	0	0	American Indian or Alaska Native	0	0	0	0	0															
Native Hawaiian & Other Pac Islr	0	0	0	0	0	Native Hawaiian & Other Pac Islr	0	0	0	0	0															
Two or More	0	0	0	0	0	Two or More	0	0	0	0	0															
Other	0	0	0	0	0	Other	0	0	0	0	0															
TOTALS	0	0	0	0	0	TOTALS	0	0	0	0	0															
OCAP INITIAL SERVICE COUNT.											OCAP INITIAL SERVICE COUNT.															
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.											A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.															
Disabled Children Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Please do not use	Total Clients Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors															
White Non-Hispanic	0	0	0	0	0	White Non-Hispanic	0	0	0	0	0															
Hispanic	0	0	0	0	0	Hispanic	0	0	0	0	0															
Black Non-Hispanic	0	0	0	0	0	Black Non-Hispanic	0	0	0	0	0															
Asian	0	0	0	0	0	Asian	0	0	0	0	0															
American Indian or Alaska Native	0	0	0	0	0	American Indian or Alaska Native	0	0	0	0	0															
Native Hawaiian & Other Pac Islr	0	0	0	0	0	Native Hawaiian & Other Pac Islr	0	0	0	0	0															
Two or More	0	0	0	0	0	Two or More	0	0	0	0	0															
Other	0	0	0	0	0	Other	0	0	0	0	0															
TOTALS	0	0	0	0	0	TOTALS	0	0	0	0	0															
OCAP INITIAL SERVICE COUNT.											This sheet contains protected formulas or other permanent information in the color highlighted areas. Please enter counts only in the white zones. There is NO password needed to unprotect. So if you wish to "Unprotect" just use the "Format" button and select "Unprotect Sheet."															
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.																										
Adults Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Please do not use																					
White Non-Hispanic	0	0	0	0	0																					
Hispanic	0	0	0	0	0																					
Black Non-Hispanic	0	0	0	0	0																					
Asian	0	0	0	0	0																					
American Indian or Alaska Native	0	0	0	0	0																					
Native Hawaiian & Other Pac Islr	0	0	0	0	0																					
Two or More	0	0	0	0	0																					
Other	0	0	0	0	0																					
TOTALS	0	0	0	0	0																					

Name of APSS AGENCY:													
NEW Clients Served -- MONTHLY TOTALS													
Clients Served	NEW CLIENTS OPEN WITH DCFS				NEW FINALIZED CLIENTS				New Nondisabled NMD	New Disabled NMD	New Hesitant Children	New Non-Finalized Families (Open with DCFS)	New Finalized Families (Post Adoption, Living in the community with no open DCFS case or DCFS referral)
	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults					
White Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
Black Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian or Alaska Native	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Pac Islr	0	0	0	0	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0

CONTINUING Clients Served -- MONTHLY TOTALS													
Clients Served	CONTINUING CLIENTS OPEN WITH DCFS				CONTINUING FINALIZED CLIENTS				Continuing Nondisabled NMD	Continuing Disabled NMD	Continuing Hesitant Children	Continuing Non-Finalized Families (Open with DCFS)	Continuing Finalized Families (Post Adoption, Living in the community with no open DCFS case or DCFS referral.)
	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults					
White Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
Black Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian or Alaska Native	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Pac Islr	0	0	0	0	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0

Name of APSS AGENCY:															
New DCFS Clients			Continuing DCFS Clients			New Finalized Clients			Continuing Finalized Clients			New NMD	Cont NMD	New Hesitant	Cont Hesitant
Families	Adults	Children	Families	Adults	Children	Families	Adults	Children	Families	Adults	Children				
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

This sheet contains protected formulas or other permanent information in the color highlighted areas.

Please enter counts only in the white zones.

There is NO password needed to unprotect. So if you wish to "Unprotect" just use the "Format" button and select "Unprotect Sheet."

**Adoption Promotion & Support Services
Adolescent Customer Satisfaction Survey**

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

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

Ethnicity:

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

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

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

Individual Therapy Family Therapy Group Therapy Support Group Mentoring Other _____

How many months have you been receiving services? _____

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

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

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

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

Why/Why Not? _____

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

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

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

Etnicidad:

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

Historia de Adopción:

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

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

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

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

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

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

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

7. ¿Recomendaría usted esta agencia a otros adolescentes?..... Si No

¿Por qué si/¿Por qué no? _____

8. En espacio abajo, por favor déjenos saber que podríamos hacer para mejor servirle.

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

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

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

10. ¿Algún otro comentario?

Adoption Promotion & Support Services Parent Customer Satisfaction Survey

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

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

Ethnicity:

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

Head of Household: Single Female Parent Single Male Parent Couple

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

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

Individual Therapy Family Therapy Group Therapy Support Group Mentoring Other _____

How many months have you been receiving services? _____

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

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

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

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

Why/Why Not? _____

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

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

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

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

10. Any other comments?

Promoción de Adopción y Servicios de Apoyo Encuesta de Satisfacción

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

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

Etnicidad:

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

- Cabeza del Hogar:** Madre Soltera Padre soltero Pareja

Historia de Adopción:

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

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

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

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

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

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

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

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

¿Por qué si/ Por qué no? _____

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

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

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

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

20. ¿Algún otro comentario? _____

ADOPTION PROMOTION & SUPPORT SERVICES INTAKE/EXIT FORM

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

Section A. Agency Information

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

Section B. Adult Information

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

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

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

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

Child 1

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

Child 2

State ID #:		Last, First Name:		DOB:	Gender:								
Type of Placement: <input type="checkbox"/> Foster only, relative/NREFM <input type="checkbox"/> Foster only, State Licensed <input type="checkbox"/> Foster Only, FFA <input type="checkbox"/> Prospective Adoptive, State Licensed <input type="checkbox"/> Prospective Adoptive Family, FFA <input type="checkbox"/> Relative/NREFM <input type="checkbox"/> Finalized Home <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Group Home <input type="checkbox"/> Residential Treatment Facility <input type="checkbox"/> Probation Camp <input type="checkbox"/> THP Plus <input type="checkbox"/> SILP													
Address (if different from Adult Information):													
Phone # (if different from Adult Information):													
Email address (if applicable):													
Language (list all, starting with primary):													
Ethnicity: <input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____													
Sibling Information: Does the child have birth siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No Is child placed with siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, is sibling: <input type="checkbox"/> Under DCFS supervision <input type="checkbox"/> adopted <input type="checkbox"/> visiting <input type="checkbox"/> Unknown													
Education Information: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">Grade:</td> <td style="width:15%;">IEP on File?</td> <td style="width:35%;">Receiving Special Education Services?</td> <td style="width:30%;">If NO, would child benefit from SE?</td> </tr> <tr> <td>_____</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>						Grade:	IEP on File?	Receiving Special Education Services?	If NO, would child benefit from SE?	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Grade:	IEP on File?	Receiving Special Education Services?	If NO, would child benefit from SE?										
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No										
Mental Health Information:													
						Medi-Cal number:							
						Is child in Therapy?		If YES, name of therapist and phone number:					
						<input type="checkbox"/> Yes <input type="checkbox"/> No							
DSM Diagnosis:													
Psychotropic Medication? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, name and dosage of medication: _____													

Child 3

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

Section E. Information on Others Living in Household
Information on Other Adults Living in Household:

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

Information on Children Living in Household

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

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

Section F: Please describe the Presenting Problems/Areas of Concern as Described by Parent/Applicant/Child/non-minor dependent (Use Additional Paper as Needed)

Section G: Please Describe Goals/Outcomes as Described by Parent/Applicant/Child/ non-minor dependent (Use Additional Paper as Needed)

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

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

Section I. Exit/Closing Information

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

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

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

Additional Comments if Needed:

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

DCFS CORE PRACTICE MODEL

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

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

Shared Values and Guiding Principles

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

- **Best Practice and Continuous Learning:** We commit to developing an environment of continuous listening and learning and to ensuring that policy and practice decisions are based on reliable data as well as evidence, research and feedback.

The Practice Wheel - Operationalizing the Shared Practice Model

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

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



DEFINITIONS

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

1. **Abuse** – means any act resulting in a non-accidental physical injury to a child; or any act of sexual exploitation of a child

2. **Core Practice Model (CPM)** – The Core Practice Model prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The Core Practice Model is a way to work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. The strategies of this model include:
 - **Engagement:** This is an opportunity to hear the family, build trust, show empathy, and honor the family's voice and choice.
 - **Teaming:** Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
 - **Assessing and Understanding:** Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture and empowers families.
 - **Planning and Intervention:** Allows for the crafting of tailored services and attention to individual underlying needs.
 - **Tracking and Adapting:** Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans, and creates an opportunity to make adjustments using team assessments, so plans can evolve to achieve long-term goals.

The Core Practice Model is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families. For more information about the Core Practice Model, visit www.gettothecore.org.

3. **Community** – means individuals, groups, and agencies in the service area that share a common interest in promoting safe and stable families.

4. **County** – means the County of Los Angeles.

5. **County Program Manager (CPM)** – means the County representative responsible for daily management of the Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.

6. **Day** – means calendar day(s) unless otherwise specified.
7. **DCFS** – means County of Los Angeles Department of Children and Family Services.
8. **Deliverable** – means a tangible, measurable task, service, or activity required under this Contract.
9. **Director** – means the Director of County of Los Angeles Department of Children and Family Services.
10. **Fiscal Year** – means the County's twelve (12) month period of time beginning July 1st and ending the following June 30th.
11. **Indirect Costs** – means costs incurred for common or joint objectives; therefore, not readily and specifically identified with a particular program or activity. These costs are grouped by a cost allocation process or federally approved cost rate.
12. **In-Kind Match** – means paid or given in goods, commodities, or services. This project requires collaboration among communities throughout County of Los Angeles and other counties, and this can take the form of either cash or in-kind donations.
13. **Multidisciplinary Team (MDT)** – A **multidisciplinary team** is a group of health care workers who are members of different disciplines (professions e.g. Psychiatrists, Social Workers, etc.), each providing specific services to the patient. A Multi-Disciplinary Team (MDT) can share confidential information about a case between departments. The MDT conducts an assessment of youth and makes a recommendation to the Juvenile Court as to the agency, either Probation or DCFS that can meet the needs of the youth. MDTs will include all or some of the following: the Children's Law Center (CLC) attorney, DCFS, Department of Mental Health (DMH), Department of Health Services, Probation Department, an assigned child advocate, and Alliance for Children's Rights education advocate (when there is an education issue).

A child abuse Multidisciplinary Team (MDT) can be established to allow provider agencies to share confidential information and writings during a 30 day period following a report of suspected child abuse or neglect.

Confidential information can be shared for longer than 30 days if documented good cause exists.

A child abuse MDT requires two or more persons trained in the prevention, identification and treatment of child abuse and neglect, and qualified to provide services. The team may include the CSW and at least one of the following:

- Psychiatrists, psychologists, marriage and family therapists, or other trained counseling personnel.

- Police officers or other law enforcement agents.
 - Medical personnel with sufficient training to provide health services.
 - Social services workers with experience or training in child abuse prevention.
 - Any public or private school teacher, administrative officer, supervisor of child welfare attendance, or certified pupil personnel employee.
 - A CalWorks case manager whose primary responsibility is to provide cross program case planning and coordination of CalWorks and child welfare services for those mutual cases or families that may be eligible for CalWorks services and that, with the informed written consent of the family, receive cross program case planning and coordination.
14. **Neglect** – means the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child’s health or welfare. The term includes both acts and omissions on the part of the responsible person.
15. **Prevention** – means an effective, multifaceted and integrated program to prevent child abuse and neglect.
16. **Protective Factors** – The Protective Factors are the foundation of the Strengthening Families approach and a cornerstone for family violence prevention. Extensive research supports the common sense notion that when the Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminishes. Please see Strengthening Families Protective Factors Framework, Attachment Q (Center for the Study of Social Policy’s Strengthening Families™ Approach).
- Parental resilience: Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems and effectively rise to the challenges that emerge in every family’s life.
 - Social connections: Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving.
 - Knowledge of parenting and child development: Parents who understand the usual course of child development are more likely to be able to nurture their children’s healthy development and less likely to be abusive or harmful to their children.
 - Concrete support in times of need: Families need to have basic needs (shelter, food, clothing, health care) met to ensure a child’s healthy development.

- Social and Emotional Competence of Children: A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults and peers.

For more information about the Protective Factors, please visit the website for the Center for the Study of Social Policy/ About/ Protective Factors, <https://www.cssp.org/young-children-their-families/>.

17. **Quality Assurance** – means a method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies policies and procedures as needed to improve Performance Outcomes, specified under Exhibit A-1.

18. **The Seven Core Issues in Adoption**

- Loss: Adoption is created through loss; without loss there would be no adoption. Loss then, is at the center. All birthparents and adoptive parents have accepted and resolved loss which sets the tone for the adoptees who share in having experienced at least one major, life-altering loss before becoming involved in adoption. In adoption, in order to gain anything, one must first lose – a family, a child, a dream. It is these losses that are part of the lifelong process of adoption.
- Rejection: Feelings of loss are exacerbated by keen feelings of rejection. One way individuals seek to cope with a loss is to personalize it. Adoption Triad¹ members attempt to decipher what they did or did not do that led to loss. Triad members become sensitive to the slightest hint of rejection, causing them either to avoid situation where they might be rejected in order to validate their earlier negative self-perceptions.

¹Adoption Triad describes the three-sided relationship that exists in an adoption between birth parents, adoptive parents and the adoptee, each of which is interrelated and inter-dependent on the others.

- Guilt/Shame: The sense of deserving such rejection leads Triad members to experience tremendous guilt and shame. They commonly believe that there is something intrinsically wrong with them or their deeds that caused the losses to occur. Most Triad members have internalized, romantic images of the American family which remain unfulfilled because there is no positive, realistic view of the adoptive family in our society.
- Grief: Every loss in adoption must be grieved. The losses in adoption, however, are difficult to mourn in a society where adoption is seen as a problem-solving event filled with joy. There are no rituals to bury the unborn children; no rites to mark off the loss of the role of caretaking parents; no ceremonies for lost dreams or unknown families. Grief washes over Triad members' lives, particularly at times of subsequent loss or developmental transitions.

- **Identity:** Adoption may also threaten Triad members' sense of identity. Triad members often express feelings related to confused identity and identity crises, particularly at times of unrelated loss. Identity is defined both by what one is and also what one is not. In adoption, birthparents are parents and are not. Adoptive parents who were not parents suddenly become parents. Adoptees born into one family, a family probably nameless to them now, lose an identity and then borrow one from the adopting family. Adoption, for some, precludes a complete or integrated sense of self. Triad members may experience themselves as incomplete, deficient, or unfinished. They state that they lack feelings of well-being, integration, or solidity associated with a fully developed identity.
- **Intimacy:** The multiple, ongoing losses in adoption, coupled with feelings of rejection, shame, and grief as well as an incomplete sense of self, may impede the development of intimacy for Triad members. One maladaptive way to avoid possible reenactment of previous losses is to avoid closeness and commitment.
- **Mastery/Control:** Adoption alters the course of one's life. This shift presents Triad members with additional hurdles in their development and may hinder growth, self-actualization, and the evolution of self-control. Adoptees are keenly aware that they were not party to the decision which led to their adoption. They had no control over the loss of the birth family or the choice of the adoptive family. The adoption proceeded with adults making life-altering choices for them. This unnatural change of course impinges on growth toward self-actualization and self-control. Adolescent adoptees, attempting to master the loss of control they have experienced in adoption, frequently engage in power struggles with adoptive parents and other authority figures. They may lack internalized self-control, leading to a lowered sense of self-responsibility. These patterns, frequently passive/aggressive in nature, may continue into adulthood.

For more information about the Seven Core Issues in Adoption, please visit the website for the **The Seven Core Issues in Adoption** -- Sharon Kaplan and Deborah Silverstein <http://www.fairfamilies.org/2012/1999/99LifelongIssues.htm>

19. **Technical Review** – means a County on-site evaluation of a CONTRACTOR's compliance to the contract elements and deliverables defined in the approved contract between CONTRACTOR and County.

Parents' Assessment of Protective Factors

The Parents' Assessment of Protective Factors (PAPF) is a list of 36 statements that describe you as a parent or caregiver. Some of the statements will describe you very well. Other statements will not describe you at all.

Before showing you these 36 statements, the survey begins with 10 important questions about yourself and the youngest child in your care.

This survey should take only a few minutes to complete.

You are encouraged to respond to every statement.

This product was developed by the National Quality Improvement Center on Early Childhood (QIC-EC). The QIC-EC was funded by the U.S. Department of Health and Human Services, Administration for Children, Youth and Families, Office on Child Abuse and Neglect, under Cooperative Agreement 90CA1763.

Background Information

Before you take the survey, we need some important information from you.

Please fill in all the blanks and circles that best describe you.

Please print legibly. Fill in only one circle for each statement like this: ●

1. Today's Date: _____ (For example, November 3, 2014 would be printed 11 03 2014)
Month Day Year
2. Your City of Residence: _____
3. Your State of Residence: _____
4. Child's Age (age of the youngest child in your care): Birth-2 yrs old 3-5 yrs
 6-8 yrs old 9+ yrs old
5. Child's Gender (gender of the youngest child in your care): Male Female
6. Your Gender: Male Female
7. Your Age: 13-19 yrs old 30-39 yrs old 50-59 yrs old 70-79 yrs old
 20-29 yrs old 40-49 yrs old 60-69 yrs old 80+ yrs old
8. Your Racial/Ethnic Identification (select only ONE):
 Biracial or Multiracial Hispanic or Latino
 African American or Black Middle Eastern
 Asian or Asian American Native American or Alaskan Native
 Caribbean Islander or African National Native Hawaiian or Pacific Islander
 Caucasian, White, or European American Other (please specify): _____
9. Your HIGHEST Education level COMPLETED (select only ONE):
 No formal education High school 2 year college with Associate's degree
 Elementary school GED 4 year collect with Bachelor's degree
 Middle school/junior high Trade/Technical school Post graduate degree
10. Your Main Language: English Spanish Other (please specify): _____

Continue on Next Page

For Administrative Purposes Only

Parent Statements

DIRECTIONS: There are 4 groups of statements in this survey. In responding to each statement, focus on the youngest child in your care who is between birth and 8-years-old.

In responding to the statements, please keep 3 points in mind:

1. You should respond truthfully to each statement. There are no right or wrong answers – only your opinions.
2. Some statements may seem like others, but no two statements are exactly the same.
3. You are encouraged to respond to every statement.

Read each statement and fill in the circle that best describes you during the last couple of months.

Fill in only one circle for each statement like this: ●

	This is NOT AT ALL LIKE me or what I believe	This is NOT MUCH LIKE me or what I believe	This is A LITTLE LIKE me or what I believe	This is LIKE me or what I believe	This is VERY MUCH LIKE me or what I believe
11. I feel positive about being a parent/caregiver.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. I take good care of my child even when I am sad.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. I find ways to handle problems related to my child.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. I take good care of my child even when I have personal problems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. I manage the daily responsibilities of being a parent/caregiver.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. I have the strength within myself to solve problems that happen in my life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. I am confident I can achieve my goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. I take care of my daily responsibilities even if problems make me sad.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. I believe that my life will get better even when bad things happen.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Continue on Next Page

	This is NOT AT ALL LIKE me or what I believe	This is NOT MUCH LIKE me or what I believe	This is A LITTLE LIKE me or what I believe	This is LIKE me or what I believe	This is VERY MUCH LIKE me or what I believe
20. I have someone who will help me get through tough times.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. I have someone who helps me calm down when I get upset.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. I have someone who can help me calm down if I get frustrated with my child.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. I have someone who will encourage me when I need it.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24. I have someone I can ask for help when I need it.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25. I have someone who will tell me in a caring way if I need to be a better parent/caregiver.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
26. I have someone who helps me feel good about myself.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
27. I am willing to ask for help from my family.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
28. I have someone to talk to about important things.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	This is NOT AT ALL LIKE me or what I believe	This is NOT MUCH LIKE me or what I believe	This is A LITTLE LIKE me or what I believe	This is LIKE me or what I believe	This is VERY MUCH LIKE me or what I believe
29. I don't give up when I run into problems trying to get the services I need.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
30. I make an effort to learn about the resources in my community that might be helpful for me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
31. When I cannot get help right away, I don't give up until I get the help I need.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
32. I know where to go if my child needs help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
33. I am willing to ask for help from community programs or agencies.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
34. I know where I can get helpful information about parenting and taking care of children.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
35. Asking for help for my child is easy for me to do.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
36. I know where to get help if I have trouble taking care of emergencies.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
37. I try to get help for myself when I need it.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Continue on Next Page

	This is NOT AT ALL LIKE me or what I believe	This is NOT MUCH LIKE me or what I believe	This is A LITTLE LIKE me or what I believe	This is LIKE me or what I believe	This is VERY MUCH LIKE me or what I believe
38. I maintain self-control when my child misbehaves.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
39. I help my child learn to manage frustration.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
40. I stay patient when my child cries.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
41. I play with my child when we are together.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
42. I can control myself when I get angry with my child.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
43. I make sure my child gets the attention he or she needs even when my life is stressful.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
44. I stay calm when my child misbehaves.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
45. I help my child calm down when he or she is upset.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
46. I am happy when I am with my child.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

STOP

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA
93243	1	91201	2	91324	2	91367	2	91426	2
93510	1	91202	2	91325	2	91371	2	91436	2
93532	1	91203	2	91326	2	91372	2	91470	2
93534	1	91204	2	91327	2	91376	2	91482	2
93535	1	91205	2	91328	2	91380	2	91495	2
93536	1	91206	2	91329	2	91381	2	91496	2
93539	1	91207	2	91330	2	91383	2	91497	2
93543	1	91208	2	91331	2	91384	2	91499	2
93544	1	91209	2	91333	2	91385	2	91501	2
93550	1	91210	2	91334	2	91386	2	91502	2
93551	1	91214	2	91335	2	91388	2	91503	2
93552	1	91221	2	91337	2	91392	2	91504	2
93553	1	91222	2	91340	2	91393	2	91505	2
93563	1	91224	2	91341	2	91394	2	91506	2
93584	1	91225	2	91342	2	91395	2	91507	2
93586	1	91226	2	91343	2	91396	2	91508	2
93590	1	91301	2	91344	2	91399	2	91510	2
93591	1	91302	2	91345	2	91401	2	91521	2
93599	1	91303	2	91346	2	91402	2	91522	2
90290	2	91304	2	91350	2	91403	2	91523	2
91011	2	91305	2	91351	2	91404	2	91526	2
91012	2	91306	2	91352	2	91405	2	91601	2
91020	2	91307	2	91353	2	91406	2	91602	2
91021	2	91308	2	91354	2	91407	2	91603	2
91023	2	91309	2	91355	2	91408	2	91604	2
91040	2	91310	2	91356	2	91409	2	91605	2
91041	2	91311	2	91357	2	91410	2	91606	2
91042	2	91312	2	91361	2	91411	2	91607	2
91043	2	91313	2	91362	2	91412	2	91608	2
91046	2	91316	2	91363	2	91413	2	91609	2
91050	2	91321	2	91364	2	91416	2	91610	2
91051	2	91322	2	91365	2	91423	2	91611	2

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA
91612	2	91116	3	91740	3	91797	3	90042	4
91614	2	91117	3	91741	3	91801	3	90046	4
91615	2	91118	3	91744	3	91802	3	90048	4
91616	2	91121	3	91745	3	91803	3	90050	4
91617	2	91123	3	91746	3	91804	3	90051	4
91618	2	91124	3	91747	3	91841	3	90053	4
91001	3	91125	3	91748	3	91896	3	90054	4
91003	3	91126	3	91749	3	90004	4	90055	4
91006	3	91129	3	91750	3	90005	4	90057	4
91007	3	91131	3	91754	3	90006	4	90060	4
91009	3	91175	3	91755	3	90010	4	90065	4
91010	3	91182	3	91756	3	90012	4	90068	4
91016	3	91184	3	91765	3	90013	4	90069	4
91017	3	91185	3	91766	3	90014	4	90070	4
91024	3	91186	3	91767	3	90015	4	90071	4
91025	3	91187	3	91768	3	90017	4	90072	4
91030	3	91188	3	91769	3	90019	4	90074	4
91031	3	91189	3	91770	3	90020	4	90075	4
91066	3	91191	3	91771	3	90021	4	90076	4
91077	3	91702	3	91772	3	90023	4	90078	4
91101	3	91706	3	91773	3	90026	4	90079	4
91102	3	91711	3	91775	3	90027	4	90081	4
91103	3	91715	3	91776	3	90028	4	90084	4
91104	3	91716	3	91778	3	90029	4	90086	4
91105	3	91722	3	91780	3	90030	4	90087	4
91106	3	91723	3	91788	3	90031	4	90088	4
91107	3	91724	3	91789	3	90032	4	90093	4
91108	3	91731	3	91790	3	90033	4	90096	4
91109	3	91732	3	91791	3	90036	4	90102	4
91110	3	91733	3	91792	3	90038	4	90009	5
91114	3	91734	3	91793	3	90039	4	90024	5
91115	3	91735	3	91795	3	90041	4	90025	5

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA	ZIPCODE	SPA
90034	5	90295	5	90082	6	90607	7	90245	8
90035	5	90296	5	90089	6	90608	7	90247	8
90045	5	90311	5	90174	6	90609	7	90248	8
90049	5	90312	5	90185	6	90610	7	90249	8
90056	5	90397	5	90220	6	90631	7	90250	8
90064	5	90401	5	90221	6	90633	7	90251	8
90066	5	90402	5	90222	6	90637	7	90254	8
90067	5	90403	5	90223	6	90638	7	90260	8
90073	5	90404	5	90224	6	90639	7	90261	8
90077	5	90405	5	90262	6	90640	7	90266	8
90080	5	90406	5	90723	6	90650	7	90267	8
90083	5	90407	5	90022	7	90651	7	90274	8
90094	5	90408	5	90040	7	90652	7	90275	8
90095	5	90409	5	90058	7	90659	7	90277	8
90099	5	90410	5	90063	7	90660	7	90278	8
90209	5	90411	5	90091	7	90661	7	90301	8
90210	5	90001	6	90101	7	90662	7	90302	8
90211	5	90002	6	90201	7	90665	7	90303	8
90212	5	90003	6	90202	7	90670	7	90304	8
90213	5	90007	6	90239	7	90701	7	90305	8
90230	5	90008	6	90240	7	90702	7	90306	8
90231	5	90011	6	90241	7	90703	7	90307	8
90232	5	90016	6	90242	7	90706	7	90308	8
90233	5	90018	6	90255	7	90707	7	90309	8
90263	5	90037	6	90270	7	90711	7	90310	8
90264	5	90043	6	90280	7	90712	7	90313	8
90265	5	90044	6	90601	7	90713	7	90398	8
90272	5	90047	6	90602	7	90714	7	90501	8
90291	5	90052	6	90603	7	90715	7	90502	8
90292	5	90059	6	90604	7	90716	7	90503	8
90293	5	90061	6	90605	7	90809	7	90504	8
90294	5	90062	6	90606	7	90888	7	90505	8

ZIP CODES BY SERVICE PLANNING AREA

ZIPCODE	SPA	ZIPCODE	SPA
90506	8	90832	8
90507	8	90833	8
90508	8	90834	8
90509	8	90835	8
90510	8	90840	8
90704	8	90842	8
90710	8	90844	8
90717	8	90845	8
90731	8	90846	8
90732	8	90847	8
90733	8	90848	8
90734	8	90853	8
90744	8		
90745	8		
90746	8		
90747	8		
90748	8		
90749	8		
90801	8		
90802	8		
90803	8		
90804	8		
90805	8		
90806	8		
90807	8		
90808	8		
90810	8		
90813	8		
90814	8		
90815	8		
90822	8		
90831	8		

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

EXHIBITS

BUSINESS FORMS

- 1 Proposer's Organization Questionnaire/Affidavit and CBE Information (Only needed as the first document of the proposal)
- 2 Prospective Contractor References (Only needed in Section B)
- 3 Prospective Contractor List of Contracts (Only needed in Section B)
- 4 Prospective Contractor List of Terminated Contracts (Only needed in Section B)
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
- 7 Request for Preference Program Consideration
- 8 Proposer's EEO Certification
- 9 Attestation of Willingness to Consider GAIN/GROW Participants
- 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- 11 Charitable Contributions Certification
- 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 13 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking
- 14 Transmittal Letter (Only needed once prior to Section A)
- 15 Offer to Perform and Acceptance of Terms and Conditions
- 16 List of Proposer's Commitments
- 17 Sample Board of Directors Resolution
- 18 Agency Involvement in Litigation and/or Contract Compliance Difficulties (Only needed in Section B)
- 19 Revenue Disclosure (non-public Proposer)
- 20 List of Current Members of Board of Directors/Other Agencies
- 21 Proposer's Certification of Ownership and Financial Interest
- 22 List of Subcontractors
- 23 Audited Financial Statements (Only needed in Section B; Three fiscal years)
- 24 Proof of Insurability
- 25 Organizational Data
- 26 Job Descriptions for staff to be hired
- 27 Secretary of State Filings – Statement of General Information
- 28 Copies of all licenses, certifications, and permits
- 29 Medi-Cal Certification
- 30 Transitional Job Opportunities Preferences Application

COST PROPOSAL

- 31 Pricing Sheet
- 32 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- 33 Sample Line Item Budget
- 34 Budget Narrative

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? **Yes** **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? **Yes** **No**

If yes, complete:

Name	County of Registration	Year became DBA
-------------	-------------------------------	------------------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? **Yes** **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? **Yes** **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

Yes **No** If yes, provide information:

REQUIRED FORMS - EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Section 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes** **No** Proposer must have five (5) years' experience, within the last seven (7) years providing adoption-focused services as outlined in Appendix B - SOW.
- Yes** **No** Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes and be tax exempt under 501 (c)(3) of the Internal Revenue Code, or public entity.
- Yes** **No** Proposer must have a minimum of two (2) years within the last three (3) years administering federal, state, county, or city contracts.
- Yes** **No** Proposer must have, or be willing to establish, an administrative business office located within the SPA for which a proposal is being submitted. The address of proposer's administrative business office must be included in the Proposal.
- Yes** **No** Proposer must be a certified Medi-Cal provider.
- Yes** **No** Proposer must submit proposal by Monday, August 13, 2018, at 12:00 P.M., PST.

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

I. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Pursuant to Federal Regulations the "Local Small Business Enterprise" and "Disabled Veterans Preference" Programs do not apply to federal funded contracts. Therefore, these provisions are not included in this solicitation and potential additional points, associated with these preferential programs, are not applicable to non-profits organizations for this solicitation.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this Solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 7
 For County Solicitations subject to the Federal Restriction
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER(S) ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY SOCIAL ENTERPRISE PREFERENCE WILL APPLY DUE TO FEDERAL REGULATIONS. DVBE AND LSBE PROGRAMS DO NOT APPLY TO FEDERAL FUNDED CONTRACTS. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

DCBA certification is attached.

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 11
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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 Proposer 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

Please Print Name and Title of Signer

REQUIRED FORMS EXHIBIT 12

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For Adoption Promotion and Support Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 13

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Adoption Promotion and Support Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 14

TRANSMITTAL LETTER

REQUIRED FORMS - EXHIBIT 15

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

_____ (Proposer's Legal Name)
hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for Los Angeles COUNTY under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 180 days following the RFP submission due date stated in the RFP cover letter.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

REQUIRED FORMS - EXHIBIT 16

LIST OF PROPOSER'S COMMITMENTS

Legal Name of Agency

- Yes, there are commitments (please list below).
- No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date

REQUIRED FORMS - EXHIBIT 17

SAMPLE BOARD OF DIRECTORS RESOLUTION

BE IT RESOLVED THAT ON _____ 2018, THE BOARD OF
DIRECTOR'S OF _____
(LEGAL NAME OF PROPOSER)

HEREBY AUTHORIZES AND DIRECTS ITS CEO, PRESIDENT, OR EXECUTIVE DIRECTOR
(Circle One) TO FILE THE ATTACHED PROPOSAL WITH THE LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE ADOPTION
PROMOTION AND SUPPORT SERVICES.

ATTESTED:

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal
to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal
to the County.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal
to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal
to the County.

REQUIRED FORMS - EXHIBIT 18

AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the agency currently, or within the past five years, involved in litigation?	___	___
2. Is the director currently, or within the past five years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are any agency staff members unable to be bonded?	___	___
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?	___	___
5. Has the agency or agency director ever had public or foundation funds withheld?	___	___
6. Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___

EXPLANATION (Use separate page)

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

REQUIRED FORMS - EXHIBIT 19

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

REQUIRED FORMS - EXHIBIT 20

LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): FAX (F):	Other Agency's*
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	

*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date _____

REQUIRED FORMS - EXHIBIT 21

PROPOSER'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Proposer must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes _____ No _____

If yes, provide name of organization or person and the following information:

Print Name and Title

Address

Telephone Number

Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

Proposer must declare whether it has Financial Interest in any other business.

Yes _____ No _____

If yes, provide name of business:

Print Legal Name of Business

Address

Telephone Number

Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

REQUIRED FORMS - EXHIBIT 22

LIST OF SUBCONTRACTORS

Subcontractor Name	Subcontractor Address	Contact Person	Phone (P): FAX (F):
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()

(Please make additional copies of this form if necessary)

REQUIRED FORMS - EXHIBIT 23
AUDITED FINANCIAL STATEMENTS
(3 FISCAL YEARS)

REQUIRED FORMS - EXHIBIT 24

PROOF OF INSURABILITY

REQUIRED FORMS - EXHIBIT 25

ORGANIZATIONAL DATA

REQUIRED FORMS - EXHIBIT 26

JOB DESCRIPTIONS FOR STAFF TO BE HIRED

REQUIRED FORMS - EXHIBIT 27

**SECRETARY OF STATE FILINGS –
STATEMENT OF GENERAL INFORMATION**

REQUIRED FORMS - EXHIBIT 28

**COPIES OF AGENCY LICENSES, CERTIFICATION, AND PERMITS
REQUIRED FOR PROVISION OF ADOPTION PROMOTION AND SUPPORT
SERVICES**

REQUIRED FORMS - EXHIBIT 29

MEDI-CAL CERTIFICATION

REQUIRED FORMS - EXHIBIT 30

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS - EXHIBIT 31
Adoption Promotion and Support Services (RFP # 18-0009)
PRICE SHEET

One pricing sheet is required for each of the Service Planning Areas (SPAs) the proposer proposes to serve. Rates quoted must be fully loaded to include all applicable costs associated with Adoption Promotion and Support Services (APSS) and any other costs necessary to perform all tasks outlined in the APSS RFP, Sample Contract, Statement of Work, Performance Outcome Measures, Exhibits and Attachments.

The minimum amount to provide APSS services is \$180,000/year, which provides Case Management for 40 families, APSS Mentor Program for 25 families, 24 APSS Support Groups, and 4 Quarterly Community Trainings. For SPA 4, proposers must submit at least the minimum number of families, which is 40/year.

The chart below provides a list of the historical average caseload per SPA and the maximum annual funding amount available. Caseload numbers can vary in the upcoming years depending on multiple factors. This chart is meant to assist proposers in developing their proposed cost with information currently available for this RFP.

SPA	Historical Average Caseload Per SPA	Maximum Annual Funding Per SPA
1	60	\$334,500
2	109	\$511,000
3	116	\$618,000
4	31	\$180,000
5	100	\$352,000
6	79	\$325,000
7	94	\$445,000
8	33	\$218,500

Proposers shall demonstrate how they arrived at the final proposed annual cost to be submitted on page two of Required Exhibit 31, by providing a line item budget and budget narrative (Required Exhibits 33 and 34). *All information provided in the Price Sheet, Line Item Budget and Budget Narrative shall become part of the contract, if proposal is recommended, as indicated in the Sample Contract Section 5.5.15.*

REQUIRED FORMS - EXHIBIT 31
Adoption Promotion and Support Services (RFP # 18-0009)
PRICE SHEET

Service Planning Areas (SPA) Select one SPA only	TOTAL PROPOSED ANNUAL COST Firmed fixed price for the selected SPA
_____	\$ _____

Service Planning Areas (SPAs) – You must choose only one SPA (SPA No. 1 through SPA No. 8) for each proposal. SPAs are described in terms of zip codes in the Adoption Promotion and Support Services RFP, Appendix C, Zip Codes by Service Planning Area.

The undersigned offers to furnish all personnel, labor and materials necessary for Adoption Promotion and Support Services (APSS). Said work shall be done for the period prescribed and the manner set forth in the APSS Statement of Work. The proposed cost is a firm-fixed price to remain firm for twenty-four (24) months following the last day to accept proposals under RFP #18-0009.

I declare that all computations used to arrive at the cost for Adoption Promotion and Support Services for the SPA above are true and correct to the best of my knowledge.

 Authorized Signature

 Date

 Print Name and Title

 Date

 Agency Name

 Agency Address

REQUIRED FORMS - EXHIBIT 32

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that, if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS - EXHIBIT 33

SAMPLE LINE ITEM BUDGET FOR APSS SERVICES

DIRECT COST (List each staff classification)

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

*FTE = Full Time Equivalent Positions

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

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	Monthly Cost	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Payroll Taxes		\$ _____

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Monthly Cost	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Vehicles _____	\$ _____	
Supplies _____	\$ _____	
Services _____	\$ _____	
Office Equipment _____	\$ _____	
Telephone/Utilities _____	\$ _____	
Other (please continue to list) _____	\$ _____	
Total Insurance/Misc. S & S		\$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

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

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

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

TOTAL MONTHLY COSTS \$ _____

REQUIRED FORMS - EXHIBIT 34

BUDGET NARRATIVE

Proposers are allowed to develop their budget narrative in a manner that they believe best reflects and supports the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

DIRECT COST

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program.

All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.25, Insurance Coverage.

INDIRECT COST

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs, unless the agency has a federally approved indirect cost rate letter of over ten percent (10%), which should be submitted along with their proposal.

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

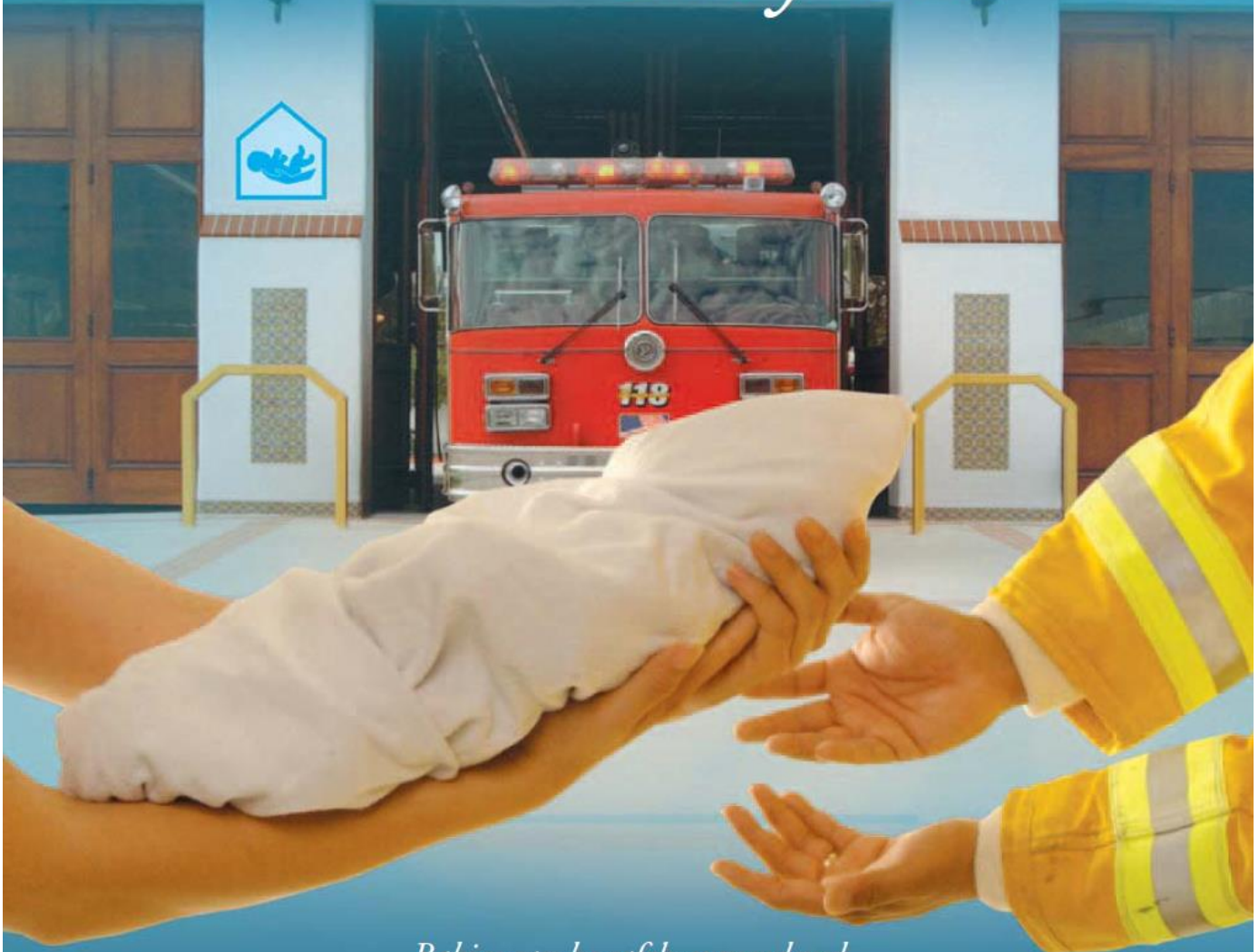
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

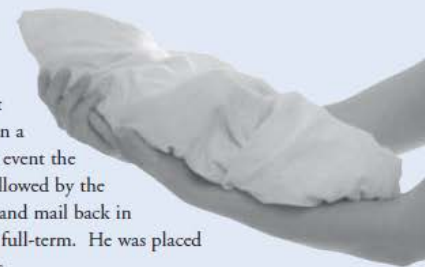
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 omission 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county 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 omission 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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AND CONTRACTOR DEBARMENT

- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

ASDA There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

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2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)