



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

REQUEST FOR PROPOSALS (RFP) #19-0008 FOR PREVENTION AND AFTERCARE

**Prepared By
County of Los Angeles**

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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 Exhibits (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 Service Planning Area (SPA) Map**
- 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 Prevention and Aftercare Services.
- 1.2 The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the COUNTY's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.
- 1.3 These shared values are encompassed in the COUNTY's Strategic Plan's Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today and reflected in the Countywide Prevention Plan.
- 1.4 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 PREVENTION AND AFTERCARE

2.1 Sample Contract: 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 for a period of three (3) years. The contract is anticipated to commence on October 1, 2020, following the Board of Supervisors' award. There is an option to extend for two additional one-year periods, from October 1, 2023 through September 30, 2025. Once approval is obtained from 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 Prevention and Aftercare funding sources are as follows:

DMH PEI	\$ 5,318,000
PSSF Federal	\$ 2,013,000
AB 2994	\$ 2,000,000
NCC	\$ 1,287,000
Total	\$10,618,000

The Prevention and Aftercare funding allocations per SPA are as follows:

SPA	P&A Funding Allocations per SPA
1	\$ 866,269.00
2	\$1,489,972.00
3	\$1,490,151.00
4	\$ 659,127.00
5	\$ 530,900.00
6	\$1,883,144.00
7	\$1,241,345.00
8	\$1,294,191.00
API	\$ 632,000.00
AI	\$ 530,900.00

Please note that the amounts above are subject to change based on funding availability.

2.1.3.1 Performance-Based Incentives

Contractors may be considered for Performance-Based Incentives described in Section D of this Statement of Work (Appendix B of this RFP). Any implementation of Performance Based Incentives will be at the sole discretion of the County and will be contingent on the availability of funds.

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 Section 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 Section 8.24 (General Provisions for all Insurance Coverage) and Section 8.25 (Insurance Coverage) of Appendix A (Sample Contract).

2.2 Statement of Work

2.2.1 Prevention and Aftercare endeavors to prevent child abuse and neglect by engaging a greater number of families in services available in their communities without having to bring these families into the child welfare system. The Program's objectives are to provide a comprehensive, integrated continuum of strength-based, family-centered, and community-oriented resources directed to vulnerable children and families in Los Angeles County. Prevention and Aftercare builds on three key themes: decreasing social isolation, enhancing economic well-being and self-sufficiency, and increasing access to existing services.

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

3 PROPOSER'S MINIMUM QUALIFICATIONS

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 Proposer must submit proposal(s) by Tuesday, May 14, 2019, at 12:00 P.M., DST.

3.2 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 a public entity.

- 3.3 Proposer must have a minimum of three (3) years' experience during the last five (5) years in providing social services to families or coordinating social services among other community providers equivalent or similar to the services listed in Appendix B (Statement of Work) for Prevention and Aftercare.
- 3.4 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

- 3.5 Minimum Qualifications to Provide Prevention and Aftercare to American Indian and Native Alaskan, in addition to subsections 3.1 through 3.4:

Proposer must have a minimum of three (3) years' experience during the last five (5) years in providing social services to families or coordinating social services among other community providers, equivalent or similar to the services listed in Appendix B (Statement of Work) for Prevention and Aftercare, for the American Indian and Native Alaskan communities within Los Angeles County.

- 3.6 Minimum Qualifications to Provide Prevention and Aftercare to Asian Pacific Islander, in addition to subsections 3.1 through 3.4:

Proposer must have a minimum of three (3) years' experience during the last five (5) years in providing social services to families or coordinating social services among other community providers, equivalent or similar to the services listed in Appendix B (Statement of Work) for Prevention and Aftercare, for the Asian Pacific Islander communities within Los Angeles County.

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 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:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Maria Baldwin, Contract Analyst
E-mail: baldwm@dcsf.lacounty.gov
Fax: (213) 637-2554

If it is discovered that proposer contacted and received information regarding this solicitation from any County personnel other than the person specified above, 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 the 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 Section 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 Sections 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 (reference Section 7.4 Proposal Submission Requirements Section)

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

5.4.3.3 Review of Proposed Contractor Selection (reference Section 8.7 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 Section 7.6 (Confidentiality) and Section 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 Exhibit 9 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix D (Required Forms), 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 Section 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 Section 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 Required Form-Exhibit 11 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Required Form-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 Required Form-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 Section 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.

5.24 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

5.24.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

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

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

5.25 Proposer's Acknowledgment of Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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.

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. Federally funded contracts are not eligible for the LBSE and DVBE preference programs. Prevention and Aftercare only allows one of the three preference programs: SE.

6.1.2 The SE 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 Section 6.2 of this solicitation.

- 6.1.3 In no case shall the SE 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 a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
 - 1) A business that qualifies as a SE and has been in operation for at least one year (1) 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 a SE.
- 6.2.2 The DCBA shall certify that a 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.**

The timetable for this RFP is as follows:

- Release of RFP (on or about) 02/28/19
- Request for a Solicitation Requirements Review Due 03/15/19
- Written Questions Due by 5:00 P.M. DST (optional)..... 03/22/19
- Proposers' Conference 03/26/19
- Questions and Answers Released (on or about) 04/12/19
- **Proposals due by 12:00 P.M. DST 5/14/19**

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 Section 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 March 22, 2019 at 5:00 P.M. DST. 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, 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:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020

Attention: Maria Baldwin, Contract Analyst

E-mail: baldwm@dcfs.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:

Tuesday, March 26, 2019

10:00 A.M.

Norwalk Library

Meeting Room

12350 Imperial Highway

Norwalk, CA 90650

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.

A Business Proposal and a Cost Proposal are required for each Service Planning Area (SPA) the proposer plans to provide Prevention and Aftercare services. Please refer to Appendix F for SPA map.

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 "Prevention and Aftercare, RFP #19-0008," the name of the organization, and Service Planning Area where the proposer plans to provide Prevention and Aftercare.
- 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 _____

Webven Vendor 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:

7.9.4.1 A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

7.9.4.2 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.

7.9.4.3 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.

7.9.5 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, facsimile numbers, and email addresses 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) which target population category the proposer is attempting to serve; (6) the number of years of experience the Proposer has had in providing the required services identified in Exhibit B, Statement of Work (as applicable); and (7) 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

7.9.6 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 section 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 social services to the target population.
2. Proposer should describe their experience in building and maintaining networks of strong and collaborative relationships with community partners and County Departments.
3. Proposer should describe their experience in linking individuals to appropriate services.

7.9.8.2 Proposer's References (Section B.2)

Proposer must only include individuals with business relationships similar to what is described in this RFP. 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 email an electronic survey to all prospective references listed on Exhibit 2, Prospective Contractor References, within 5-10 days after the proposal submission deadline. Three (3) attempts will be made to reach a prospective reference during business hours (Monday through Friday, 8:00 am – 5:00 pm).

- 1) The first attempt will be an email with the electronic survey with a due date for a response.
- 2) The second attempt will be a phone call to the prospective reference reminding them of the email and providing an additional 2-3 business days to complete survey follow up with email.
- 3) The third and final attempt will be another phone call with a follow-up email.

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.

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 2018, 2017 and 2016) financial statements. 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 Prevention and Aftercare description shall address the following:

- 7.9.9.1 Proposer should demonstrate how they will incorporate the Protective Factors Framework inclusive of the Five Protective Factors into their service delivery plan;
- 7.9.9.2 Proposer should demonstrate the inclusion of the DCFS approved and defined Core Practice Model in their service delivery plan;
- 7.9.9.3 Proposer should demonstrate their service approach to Differential Response Path 1 (Community Prevention Linkages) cases;
- 7.9.9.4 Proposer should demonstrate their approach to providing multi-level case management;
- 7.9.9.5 Proposer should delineate their plan to engage their community and raise awareness of issues related to child abuse or neglect;
- 7.9.9.6 Proposer should include supports, activities, and/or programs that are considered well supported, supported or promising Evidenced-Based Practices by the California Evidence Based Clearinghouse or a Clearinghouse established by the Administration for Children and Families;
- 7.9.9.7 Proposer should describe their activities to reduce social isolation;
- 7.9.9.8 Proposer should describe their activities to increase economic opportunities;

- 7.9.9.9 Proposer should demonstrate how they will increase access to and utilization of existing activities, resources and supports;
- 7.9.9.10 Proposer should describe how they plan on utilizing County Directed Discretionary Funds to include supports, activities, and/or programs that are a clear nexus to preventing child maltreatment;
- 7.9.9.11 Proposer should describe how they plan on utilizing County Directed Discretionary Funds to eliminate Racial Disparity and Disproportionality;
- 7.9.9.12 Proposer should demonstrate how they will ensure that there is sufficient bilingual staff to meet the language need of the community they propose to service;
- 7.9.9.13 Proposer should outline their methods for timely data collection including but not limited to the Protective Factors Survey; and
- 7.9.9.14 Proposer should demonstrate how they will provide monthly, quarterly and semi-annual reports.

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 Requirements Summary Chart in Appendix C (Statement of Work Exhibits).

The following factors should be included in the plan:

- 7.9.10.1 Proposer should demonstrate how they will meet all the contract requirements;
- 7.9.10.2 Proposer should describe their methods for ensuring uninterrupted service to DCFS in the event of a strike or any other potential disruption in service, which may include medical leaves, vacations, absences, etc.; and

7.9.10.3 Proposer should demonstrate how they will address inappropriate actions and/or unsatisfactory performance by their employees or subcontractors.

7.9.11 Proposer’s Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Section 18 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
3. A description of the impact, if any, to the proposer’s price

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 Contracts (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 Proposer'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
- 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 Certification of Compliance With Fair Chance Employment Hiring Practices
- Exhibit 30 Transitional Job Opportunities Preferences Application

Cost Proposal Required Forms:

- Exhibit 31 Pricing Sheet
- Exhibit 32 Certification of Independent Price Determination and Acknowledgment 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.

7.10 Cost Proposal Format

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 and the proposer's name.

7.10.1.2 Exhibit 31 (Pricing Sheet) in Appendix D (Required Forms). See instructions for completing Exhibit 31 below.

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)

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

- 1) One Price Sheet must be submitted for each SPA for which services are being proposed.
- 2) Proposer shall furnish all personnel, labor and materials necessary for P&A. Said work shall be done for the period prescribed and the manner set forth in the P&A Statement of Work.
- 3) Proposed total annual cost shall be inclusive of Direct and Indirect cost of providing service(s).
- 4) Line item budget and budget narrative should reflect how the proposer arrived at the total price. Proposals may be disqualified if costs do not add

up or there is a discrepancy between the line item budget and the budget narrative.

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 PREVENTION AND AFTERCARE"

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 PREVENTION AND AFTERCARE"

The proposal(s) shall be delivered to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Maria Baldwin

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 Section 7.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of one hundred and 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 Tuesday, May 14, 2019 at 12:00 P.M. DST. 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. DST on May 14, 2019.

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. 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 Section 5.8 (Determination of Proposer Responsibility).

8.4 Business Proposal Evaluation and Criteria (80%)

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 Section 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 Section 7.9.9.2 (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 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 Section 7.9.9.3 (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 Section 7.9.9.4 (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 Section 7.9.10 (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 Requirements Summary (PRS) based on the information provided in Section 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 Appendix B (Statement of Work), as stated in Section 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 RFP. 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%)

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

100 percent of the total cost 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. 70 percent of the total cost points will be awarded to those bids that fall within the range of 10.1-20 percent of the average cost in each SPA. 30 percent of the total cost points will be awarded to those bids that fall within the range of 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.

8.6 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 Section 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 Section 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 Section 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 Section 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 PREVENTION AND AFTERCARE
CONTRACT NUMBER XXXXX

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Safe Children Strong Families (SCSF)
PREVENTION AND AFTERCARE

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STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C LINE ITEM BUDGET AND BUDGET NARRATIVE (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
- K INTERNAL REVENUE SERVICE NOTICE 1015
- L USER COMPLAINT REPORT (UCR)
- M CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
PREVENTION AND AFTERCARE**

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

RECITALS

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

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

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to ensure the health and well-being of children and family members residing in Los Angeles COUNTY; and

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

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

APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K L, and M are attached to and form a part of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.1 (Amendments).

- 1.2 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.3 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, goods, service or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- Exhibit A - Statement of Work
- Exhibit B - Pricing Schedule
- Exhibit C - Line Item Budget and Budget Narrative
- Exhibit D - CONTRACTOR'S EEO Certification
- Exhibit E - COUNTY'S Administration
- Exhibit F - CONTRACTOR'S Administration
- Exhibit G - Forms Required at the Time of Contract Execution
- Exhibit G1 - CONTRACTOR Acknowledgement and Confidentiality Agreement
- Exhibit G2 - CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
- Exhibit G3 - CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit H - Jury Service Ordinance
- Exhibit I - Safely Surrendered Baby Law
- Exhibit J - Auditor-Controller Contract Accounting and Administration
- Exhibit K - Internal Revenue Service Notice
- Exhibit L - User Complaint Report
- Exhibit M - Charitable Contributions Certification

- 1.4 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.

2 DEFINITIONS

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

- 2.1 **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.
- 2.2 **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.
- 2.3 **COUNTY:** means the Department of Children and Family Services on behalf of the COUNTY of Los Angeles and its Board of Supervisors.
- 2.4 **COUNTY'S Program Manager (CPM):** means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **DCFS:** means COUNTY'S Department of Children and Family Services
- 2.7 **Director:** means COUNTY'S Director of Children and Family Services or his authorized designee.
- 2.8 **Fiscal Year(s):** means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Program:** means the work to be performed by CONTRACTOR as defined in Exhibit A - Statement of Work.

- 2.10 **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.
- 2.11 **Subcontract:** An agreement by the CONTRACTOR to employ a Subcontractor to provide services to fulfill this contract.
- 2.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to CONTRACTOR in furtherance of CONTRACTOR'S performance of this contract, at any tier, under oral or written agreement.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth 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.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after the date of execution by the Director of DCFS, 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 additional one-year periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS by Amendment or written notice to the CONTRACTOR, provided that approval from COUNTY Counsel is obtained prior to executing such amendment.

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 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.
- 4.4 The CONTRACTOR shall notify DCFS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5 CONTRACT SUM

5.1 Total Contract Sum

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

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 All invoices under this Contract shall be submitted with 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

5.5.6 **COUNTY Approval of Invoices**

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

- 5.5.7 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.

- 5.5.8 Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract 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>.

- 5.5.9 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.
- 5.5.10 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.
- 5.5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, 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.
- 5.5.12 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.
- 5.5.13 Suspension and Withholding of Payment: in addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports

are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR'S reporting, record keeping or invoicing requirements; or if CONTRACTOR'S performance of the work is not adequately evidenced or performed.

- 5.5.14 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B – Pricing Schedule, for the services set forth in Exhibit A - Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15 CONTRACTOR 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.
- 5.5.16 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.
- 5.5.17 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved budget. CONTRACTOR 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.

5.5.18 CONTRACTOR must limit administrative and indirect costs to 10 percent (10%) of total expenditures of contract funds.

5.5.19 **Incentive Payment**

To be developed.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit E - COUNTY'S Administration. The

COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR'S Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

6.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all of CONTRACTOR'S Administration referenced in the following Sections 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.

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 Project Manager

7.2.1 The CONTRACTOR'S Project 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 Project Manager.

7.2.2 The CONTRACTOR'S Project 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 Project Manager and COUNTY'S Contract Project 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 Project Manager.

7.4 CONTRACTOR'S Staff Identification

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

7.5 Background and Security Investigations

Each of CONTRACTOR'S staff performing services under this Contract, who is in a designated sensitive position, as determined by COUNTY in COUNTY'S sole discretion, shall undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. 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 Section 7.5 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 CONTRACTOR 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 Section 7.6, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Section 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 the "CONTRACTOR Acknowledgement and Confidentiality Agreement," Exhibit G1.
- 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 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the DCFS Director, or his/her 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 and executed by the CONTRACTOR and by the DCFS Director, or his/her designee.
- 8.1.3 The DCFS Director, or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Section 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 and executed by the CONTRACTOR and by the DCFS Director, or his/her 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 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The CONTRACTOR 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 Section, COUNTY consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved 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 the "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 Project 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 Project 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 Section 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 section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 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 Section. The provisions of this Section 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 Section 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 Section 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 Department of Public Social Services 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 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 Section 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 subsection, 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 Section 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 Non-Employment Acknowledgement and Confidentiality Agreement."

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 Sections 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 NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any COUNTY required endorsement forms.

8.24.2.4 Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), 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 90012
Attention: Maria Baldwin, ASM I

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 **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

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 DCFS Director, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the DCFS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the DCFS Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the DCFS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DCFS Director, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the DCFS Director, 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 DCFS Director, 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, as specified in the Statement of Work Performance Requirements Summary

(PRS), Section D. 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 Section 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 Section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Section 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 Section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this Section 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 Project Manager and/or COUNTY'S Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY'S Project Manager or COUNTY'S Project Director is not able to resolve the dispute, the DCFS Director, or his/her 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 No. 1015.

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/her 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 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 Section 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 Project 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 Section 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). Failure on the part of the CONTRACTOR to comply with any of the provisions of this subsection 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 subcontractor(s) if required by COUNTY and/or CDSS, to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 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 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, CONTRACTOR shall ensure delivery of all such documents to:

COUNTY of Los Angeles
Department of Children and Family Services
Prevention and Aftercare Program Manager
425 Shatto Place
Los Angeles, CA 90012

8.40.9 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:

8.40.9.1 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.

8.40.9.2 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.

8.40.9.3 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.

8.40.9.4 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

8.40.10 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the

obligation to properly supervise, coordinate and perform all work required hereunder.

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

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 Section 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 Section 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 Section 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 Section 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 Section.

- 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 Section 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 Section, 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 Section 8.43 (Termination for Default) it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of Section 8.43 (Termination for Default) or that the default was excusable under the provisions of subsection 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 Section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the COUNTY provided in this Section 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 subsection 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 subsection 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 (5) percent of the applicable year's

Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, 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 Section 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 Section 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 Section 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 Section 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 Section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

CONTRACTOR shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CONTRACTOR'S violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract.

8.57 Compliance with the COUNTY Policy of Equity

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

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 hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; 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.

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

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).

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

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
MARY C. WICKHAM, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy COUNTY Counsel

**CONTRACT FOR
PREVENTION AND AFTERCARE**

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- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C LINE ITEM BUDGET AND BUDGET NARRATIVE (NOT ATTACHED TO SAMPLE)
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- M CHARITABLE CONTRIBUTIONS CERTIFICATION

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: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- 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.

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.

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?

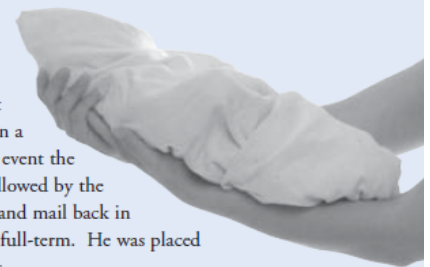
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

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.



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.



AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION
HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

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 the Los Angeles 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 systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, 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:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

1.2 If an agent 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 the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 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 during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent 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 recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

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:	DR	CR
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.).

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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 expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense 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 expense classifications and description information required when a Cash Disbursements Journal is used.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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 each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents 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
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (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 agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

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.

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.

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 and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time 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.

Consultant Services – contracts, time and attendance records, 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.

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 mileage. Travel related to conferences should include conference literature detailing purpose of the conference. 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 dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

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 may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

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

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower 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 legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs 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

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- 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.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it 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.

5.1 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 respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall 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.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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. 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

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

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.

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).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

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

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

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

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

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in 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 reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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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 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, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. 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 cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected 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

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

item purchased and the employee making 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 on 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.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

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

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.

Limitations on Positions and Salaries

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The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

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 will make no retroactive salary adjustment 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, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

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

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets 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 sources 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 Security

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

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property 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. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

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

5.0 **BONDING**

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION
HANDBOOK

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing 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 the applicable OMB Circular. 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 date.

1.3. Budget Limitation

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

1.4. Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

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.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that 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, agencies shall define their allocable costs 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 related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., 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 employees' timecards and the payroll expense 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 equitable methods of allocation

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2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives 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 Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars 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 indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000

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Program indirect costs (24% x \$100,000) \$24,000

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, rental, 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 (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)

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- 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
- 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 and 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.

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F. 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.



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.

USER COMPLAINT REPORT

SAFE CHILDREN AND STRONG FAMILIES

This form is to be used by DCFS users of Prevention and Aftercare 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)

STATEMENT OF WORK

PREVENTION and AFTERCARE

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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 Shared Core Practice Model, Strategic Plan Mission, Values, Goals and Performance Outcomes.

The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the COUNTY'S shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the COUNTY'S Strategic Plan's Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today and is reflected in the Countywide Prevention Plan.

SECTION B – PROJECT FOUNDATION

1.0 PURPOSE

Safe Children and Strong Families (SCSF) Prevention and Aftercare builds upon lessons learned from Los Angeles County initiatives designed to address factors considered to be the root causes of stress to families and communities that often play key roles in the occurrence of child maltreatment. Prevention and Aftercare endeavors to prevent child abuse and neglect by engaging a greater number of families in supports available in their communities without having to bring these families into the child welfare system.

Prevention and Aftercare's objectives are to provide a comprehensive, integrated continuum of strength-based, family-centered, and community-oriented resources directed to vulnerable children and families in Los Angeles County. Prevention and Aftercare builds on three key themes: decreasing social isolation, enhancing economic well-being and self-sufficiency, and increasing access to existing supports and activities.

The delivery of Prevention and Aftercare will be designed to achieve the following objectives: 1) Build families' protective factors and strengths; and 2) Nurture the development of healthy communities. The outcomes of these supports include: 1) Prevention of maltreatment before it occurs; 2) Provision of supportive family services; 3) Increased child safety within the home and preservation of families in which children have been maltreated, when the family's problems can be effectively addressed; and 4) Empowered communities with an increase to and utilization of high-quality supportive supports.

1.2 The Protective Factors

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

- 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 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 (such as 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.

In Los Angeles County, two additional Protective Factors include:

- Economic Development: Parents who have the knowledge and means to plan for and provide for the ongoing financial security of their families can focus on nurturing and supporting their children.
- Social & Emotional Competence of Adults: A child benefits from parents and caregivers who are emotionally available and able to regulate their behaviors and demonstrate patience, kindness, empathy, and compassion.

1.3 Levels of Prevention

Approaches to prevention can be classified into three levels:

Primary Prevention – Activities, resources, and supports intended to assist families within the general population to prevent child maltreatment before it ever occurs.

Secondary Prevention – Activities, resources, and supports intended to address the needs of at risk families known to the public child welfare system in an effort to prevent child maltreatment.

Tertiary Prevention – Activities, resources, and supports intended to address the needs of at-risk families in which child maltreatment has already occurred in an effort to treat its negative impact and prevent further abuse or neglect.

2.0 TARGET POPULATIONS

Through varied levels of prevention, Prevention and Aftercare targets children and families residing in Los Angeles County, including but not limited to:

- 2.1 Children and families, self-referred or referred by community stakeholders such as schools, hospitals and law enforcement agencies, who are in need of supports to prevent future child maltreatment.
- 2.2 Evaluated out suspected child abuse and/or neglect referrals from the Child Protection Hotline that do not meet the minimum legal standard for a DCFS in-person response.
- 2.3 DCFS referred children and families with unfounded or inconclusive, closed child abuse referrals in need of supports to strengthen families and prevent trauma resulting from adverse childhood experiences and/or DCFS involvement.
- 2.4 DCFS referred children and families, who are about to exit or have exited the public child welfare system and request supports to enhance their protective factors.
- 2.5 For Countywide contracts, any families meeting one or more of the criteria above and:
 - 2.5.1 For the Countywide Asian and Pacific Islander (API) contract only, any child or family requesting API cultural and/or linguistic supports.
 - 2.5.2 For the Countywide American Indian/Alaska Native contract only, any American Indian/Alaska Native (AI/AN) child or family requesting culturally informed and/or centered supports.

SECTION C – SERVICE DESCRIPTION

3.0 SCOPE OF WORK

- 3.1 Prevention and Aftercare is provided by Service Planning Areas (SPAs). API and AI/AN services are provided Countywide. CONTRACTOR shall ensure that all participants residing within their contracted area have adequate access to Prevention and Aftercare. Prevention and Aftercare shall be geographically accessible to participants. There may be areas within a SPA/County with a high demand for supports. CONTRACTOR and COUNTY may work collaboratively to identify and assess factors that may contribute to a high need for supports in a

particular area. COUNTY reserves the right to determine high demand areas requiring increased Prevention and Aftercare provisions.

- 3.2 CONTRACTOR shall collaborate both formally and informally with community based organizations, COUNTY agencies, and other community stakeholders and networks to fulfill the requirements described in the Scope of Work.
- 3.3 CONTRACTOR shall subcontract a minimum of twenty percent (20%) of Prevention and Aftercare funding through written subcontracts with an array of community partners whose subcontracted activities, resources, and/or supports are directly related to the achievement of the goals and objectives and to the successful implementation of program activities.
- 3.4 CONTRACTOR shall, at a minimum, perform a yearly review of subcontracted agencies to ensure all contract requirements are being met.
- 3.5 CONTRACTOR shall coordinate and collaborate with other CONTRACTORs to facilitate successful participant navigation across the service delivery continuum.
- 3.6 CONTRACTOR shall accept DCFS, other County Contractors, other County departments and community referrals.
- 3.7 CONTRACTOR shall provide the following Prevention and Aftercare:
 - 3.7.1 Differential Response Path 1 (Community Prevention Linkages)
 - 3.7.2 Multi-level Case Management
 - 3.7.3 Community Outreach and Capacity Building
 - 3.7.4 Community Directed Discretionary Funds
 - 3.7.5 Emergency Basic Support Services (up to 2.5% of the total maximum annual contract amount)
 - 3.7.6 COUNTY Directed Discretionary funds (up to 10% of the total maximum annual contract amount)
- 3.8 Subcontracting of all Prevention and Aftercare with the exception of COUNTY Directed Discretionary funds is permissible.
- 3.9 CONTRACTOR shall, at a minimum, maintain a data tracking mechanism at the level necessary to provide required reports.

4.0 DCFS REFERRAL PROCESS

- 4.1 CONTRACTOR shall accept the DCFS approved referral form from the designated DCFS representative.

- 4.2 CONTRACTOR shall make an initial telephonic contact attempt with the family within two (2) business days of receipt of the DCFS approved referral form.
- 4.3 CONTRACTOR shall make at least three (3) attempts via phone, email, face-to-face, and/or letter to reach the family.
 - 4.3.1 Attempts to contact the family will be done on different days at varying hours most likely to reach the family.
 - 4.3.2 If CONTRACTOR is unable to make contact with the family, CONTRACTOR shall make at least one attempt to contact the referring Children's Social Worker (CSW), Supervising CSW (SCSW), and/or the office's Prevention and Aftercare designee via email and/or phone call to obtain updated information to help reach a family, e.g., an updated or alternate phone number or address.
 - 4.3.3 If CONTRACTOR is still unable to make contact with the family, CONTRACTOR shall attempt one in-person contact within ten (10) business days from the last attempted contact.
 - 4.3.4 CONTRACTOR shall document all efforts made to contact families on the Family Centered Services (FCS) data base for Prevention and Aftercare. In addition, for DCFS referred families, all efforts made to contact families and all referrals made and connections confirmed are to be documented in the Prevention and Aftercare Family Centered Services (FCS) database system within five (5) business days of contact or referral.
- 4.4 If CONTRACTOR is unable to make contact with the DCFS referred family, CONTRACTOR shall notify the designated DCFS regional office's Prevention and Aftercare designee within two (2) business days of the last attempted contact that attempts to locate the family have been exhausted and the referral will be closed.

5.0 DIFFERENTIAL RESPONSE PATH 1 (COMMUNITY PREVENTION LINKAGES)

- 5.1 Differential Response Path 1 (Community Prevention Linkages) targets DCFS referred children and families with evaluated out child abuse and/or neglect referrals that are in need of supports to strengthen families' protective factors and/or to prevent future child maltreatment and/or DCFS involvement.
- 5.2 Differential Response Path 1 (Community Prevention Linkages) supports are indicated when allegations of child maltreatment reported to the Child Protection Hotline (CPH) do not meet the legal criteria of child abuse or neglect, include no known child safety threats and are evaluated out; however, the family is in need of supports to build protective factors and prevent future child maltreatment and/or DCFS involvement. See Technical Exhibit 18 for examples of allegations that in and of themselves do not constitute appropriate child abuse referrals but would be appropriate for Differential Response Path 1 (Community Prevention Linkages) supports. In these instances, although an in person response from DCFS is not warranted, families may benefit from the services of a community based agency. Through Differential Response Path 1 (Community Prevention Linkages), the

COUNTY'S Child Protection Hotline (CPH) will refer families with evaluated out referrals directly to Prevention and Aftercare Contractors to receive these supports.

5.3 Multidisciplinary Team

5.3.1 Multidisciplinary Teams (MDT) will be utilized to screen for Differential Response Path 1 (Community Prevention Linkages) supports to Prevention and Aftercare participants. The Welfare and Institutions Code (WIC) allows for the disclosure and/or exchange of otherwise confidential information regarding a family through the formation of a MDT. The Differential Response Path 1 (Community Prevention Linkages) MDT, comprised of two (2) or more persons trained in the prevention, identification and/or treatment of child abuse and neglect, is convened to share information pertinent to the prevention and treatment of child abuse and neglect. This information may be shared amongst the MDT members during a telephonic or electronic MDT conference. The Differential Response Path 1 (Community Prevention Linkages) MDT shall be comprised of one (1) COUNTY designee and at least one CONTRACTOR designee. CONTRACTOR shall provide to Program Manager completed Multidisciplinary Team Designee (Primary), Technical Exhibit 16, and the Multidisciplinary Team Designee (Secondary), Technical Exhibit 17.

5.4 CONTRACTOR shall participate in MDT conferences and designate, at minimum, a primary and secondary (back up) participant for the Differential Response Path 1 (Community Prevention Linkages) MDT.

5.5 CONTRACTOR'S MDT designee shall participate in Differential Response Path 1 (Community Prevention Linkages) Meetings, as scheduled by COUNTY.

5.6 CONTRACTOR'S MDT designees shall be trained by CONTRACTOR on the California Child Abuse and Neglect Reporting Act, including: (1) mandated reporting, (2) confidentiality, and (3) identification and reasonable suspicion of child abuse and neglect.

5.7 CONTRACTOR shall maintain completed Differential Response Path 1 (Community Prevention Linkages) Multidisciplinary Team Designee Forms for all CONTRACTOR staff who serve as MDT designees. The Differential Response Path 1 (Community Prevention Linkages) Multidisciplinary Team Designee Forms shall be kept on file and made available to COUNTY Program Manager upon request.

5.8 Differential Response Path 1 (Community Prevention Linkages) Referral Process

5.8.1 CONTRACTOR shall accept MDT conference requests from COUNTY Child Protection Hotline telephonically, electronically and/or via fax.

5.8.2 CONTRACTOR shall participate in telephonic and/or electronic MDT conferences within one (1) business day of receiving the MDT conference request or as designated by the COUNTY Child Protection Hotline.

- 5.8.3 CONTRACTOR shall accept the DCFS approved Differential Response Path 1 (Community Prevention Linkages) referral form from the designated DCFS Child Protection Hotline representative.
- 5.8.4 CONTRACTOR shall maintain a log of all Differential Response Path 1 (Community Prevention Linkages) MDT conferences to include the date of the conference request, DCFS referral number; date conference held; type of conference, i.e., telephonic or electronic; date of initial contact attempt; and type of contact attempt, i.e., telephonic and/or face-to-face. This log shall be kept on file and made available to COUNTY Program Manager upon request.
- 5.8.5 CONTRACTOR shall follow the same contract required timeframes and process for Differential Response Path 1 (Community Prevention Linkages) Referrals as indicated in Sections 4, 6 and 7 for DCFS Referrals.
- 5.8.6 CONTRACTOR shall complete the DCFS Child Protection Hotline Prevention and Aftercare Data Collection Form for every family referred to the agency through Differential Response Path 1 (Community Prevention Linkages).

6.0 MULTI-LEVEL CASE MANAGEMENT

- 6.1 For DCFS and Community referrals, CONTRACTOR shall verify that the family does not have an open case with another Contractor who is providing the same support to the family by asking the participant at the time of intake. If the family has an open case with another Contractor, provision of any non-duplicative support that has been identified as a need is permissible.
- 6.2 CONTRACTOR shall assess all children and families for Asian Pacific Islander language and/or cultural needs and for American Indian/Alaska Native identification. If the family has an Asian Pacific Islander language need and/or cultural preference that the CONTRACTOR cannot provide, the CONTRACTOR shall refer the family to the Countywide Asian Pacific Islander Prevention and Aftercare contractor or any other appropriate agency. If the family identifies as American Indian/Alaska Native, the CONTRACTOR will offer to refer the family to the Countywide American Indian/Alaska Native Prevention and Aftercare contractor, or any other appropriate agency, and refer at the request of the family.
- 6.3 CONTRACTOR shall offer supports to families who are deaf and/or hard of hearing. If the CONTRACTOR does not have staff who are able to communicate with families who are deaf and/or hard of hearing, the CONTRACTOR may submit for reimbursement of fees for translation services using Technical Exhibit 19 and Technical Exhibit 20.
- 6.4 For Countywide American Indian/Alaska Native Contract and Asian Pacific Islander Contracts only: CONTRACTOR shall accept and give priority to referrals from other Prevention and Aftercare Contractors.

- 6.5 CONTRACTOR shall provide Prevention and Aftercare at the CONTRACTOR'S site, in the family's home, school, workplace or any other agreed upon place by the family and CONTRACTOR, thereby making Prevention and Aftercare accessible and convenient for families and reducing barriers to family participation. Family's preference will be prioritized when possible.
- 6.6 CONTRACTOR shall ensure that all levels of Case Management identified below, are available to all families referred by DCFS or the community for Prevention and Aftercare:
- Level 1: Information & Referral
 - Level 2: Case Navigation, including Linkage services
 - Level 3: Enhanced Supportive Services, including In-home services as needed or requested

For a comparison chart differentiating the three levels of Prevention and Aftercare Multi-Level Case Management services, see Technical Exhibit 7.

- 6.7 Subcontracting of all levels of Prevention and Aftercare Multi-Level Case Management is permissible when the following two conditions are met:
- 6.7.1 CONTRACTOR shall provide or have the Subcontracted agency provide a supervisor who will provide a minimum of bi-weekly supervision to staff providing all levels of case management.
 - 6.7.2 CONTRACTOR shall, at a minimum, perform a yearly review of subcontracted agencies to ensure all contract requirements are being met.
- 6.8 For families who request only referrals to activities, resources, and/or supports and who do not request assistance with connecting to requested activities, resources, and/or supports, CONTRACTOR shall provide **Level 1: Information & Referral** services to the family.
- 6.8.1 **Level 1: Information & Referral** services include providing families with referrals to activities, resources, and/or supports including but not limited to: food pantries; clothing; baby items; school supplies; health or educational classes; mental health services; substance use disorder treatment; classes or groups such as parenting, domestic violence, or anger management; child care; emergency or long term housing; legal services; health care; and/or other services, activities, resources, and/or supports identified by DCFS, the referring agency, and/or the family.
 - 6.8.2 CONTRACTOR shall provide requested information and referral to all families who have accepted Prevention and Aftercare within five (5) business days of acceptance of services. If the family is unavailable by telephone, CONTRACTOR shall send a letter to the family address that includes information and referral.

- 6.8.3 All families, whether DCFS referred or community, shall be provided with up-to-date appropriate referrals to locations accessible to the family.
- 6.8.4 CONTRACTOR shall, at a minimum, obtain basic information on families such as name, address, and phone number and complete a Referral Log (see Technical Exhibit 1) including any supporting documentation.
- 6.8.5 CONTRACTOR shall follow-up with the family to confirm successful connection to requested resource(s) and provide alternate referrals if needed.
- 6.9 For families who request assistance with connecting to activities, resources, and/or supports, CONTRACTOR shall provide **Level 2: Case Navigation** services to the family.
 - 6.9.1 **Level 2: Case Navigation** includes providing families with referrals to activities, resources, and/or supports as described in Level 1: Information and Referral above, along with Linkage services to help families connect to activities, resources, and/or supports.
 - 6.9.2 For **Level 2: Case Navigation**, CONTRACTOR shall assist families with Linkages by making calls or visits to an agency or business (e.g., preparing and practicing a “script” on what to say when contacting an agency, calling with the family, or calling ahead of time to notify an agency that the family will be arriving at an agreed upon date and time); helping families to enroll in housing programs; faxing/emailing referral forms; preparing families for face-to-face contact with agencies/businesses (e.g., providing specific directions, transportation assistance, appropriate clothing, etc.).
 - 6.9.3 For **Level 2: Case Navigation**, the CONTRACTOR shall, within fifteen (15) business days of the family accepting Prevention and Aftercare, meet with the family and, at minimum, conduct a basic participant intake assessment, complete a Referral Log (see Technical Exhibit 1) with supporting documentation, and complete Progress Notes (see Technical Exhibit 2).
 - 6.9.4 CONTRACTOR shall ask families to complete a COUNTY approved Protective Factors Survey (PFS) once they have received at least six (6) hours of Prevention and Aftercare and/or prior to starting Case Navigation and at three-month intervals until a family’s Prevention and Aftercare case closes, and at the time of case closure.
 - 6.9.5 CONTRACTOR shall follow-up with the family to confirm successful connection to requested resource(s).
 - 6.9.6 Case Navigation services shall be provided short term (see Technical Exhibit 7) but may be longer until confirmation that a family has been successfully linked to requested services or is no longer interested in the services.

- 6.9.6.1 If, after successful linkage, a family requests additional support, CONTRACTOR shall transition the family from case navigation to **Level 3: Enhanced Supportive Services**.
- 6.9.7 For families who are expecting and/or have a child under the age of five (5), CONTRACTOR shall assess for and, if appropriate and the family agrees, refer the family to a viable Home Visitation program.
- 6.10 For families who request support for multiple and/or intense needs that would require longer term assistance (three months or more), the family shall be provided **Level 3: Enhanced Supportive Services**, including In-home services as requested.
- 6.10.1 **Level 3: Enhanced Supportive Services** includes Case Navigation services as described above and may also include in-home supports. In-home supports may include: meeting with the family at their place of residence; education advocacy; anger management; discipline techniques; teaching and demonstrating skills in the family's home; infant massage; basic housekeeping skills; and the teaching of skills such as reading, understanding; and filling out a form.
- 6.10.2 CONTRACTOR shall follow-up with the family to confirm successful connection to requested resource(s).
- 6.10.3 If a family transitions from Case Navigation to Enhanced Supportive Services, the family's previous documentation from Case Navigation shall be transferred to the newly opened Enhanced Supportive Services files and a new Needs Assessment along with the other requirements for Enhanced Supportive Services shall be conducted and documented.
- 6.11 **For Level 3: Enhanced Supportive Services**, the CONTRACTOR shall, at a minimum, conduct a basic participant intake and needs assessment; develop an Individualized Service Plan (ISP) with the family; keep a Referral Log with supporting documentation; conduct and document Progress Reviews at least every three months; complete Progress Notes; and include a Case Closure or Transition Plan (Technical Exhibits 1, 2, 3, 4, 5, and 6).
- 6.11.1 CONTRACTOR shall, within fifteen (15) business days of the family accepting Prevention and Aftercare services, meet with the family to identify strengths, needs, and existing protective factors as part of a Needs Individualized Service Plan (ISP) with the family (Technical Exhibit 4).
- 6.11.2 Consistent with the Strengthening Families: Protective Factors Framework and the Standards of Quality for Family Strengthening and Support, CONTRACTOR shall ensure that the ISP is developed in partnership with the family, includes family-identified needs and goals, and is signed by the family denoting their acceptance of the plan.
- 6.11.3 The ISP shall address the protective factor(s) that were assessed to need strengthening.

- 6.12 For families involved with **Level 3: Enhanced Supportive Services**, CONTRACTOR shall contact families at least twice a month via phone, email, letter, and at least one face-to-face attempt.
- 6.13 CONTRACTOR shall document contacts via Progress Notes (Technical Exhibit 2), which include dates, time spent, type of contact, description of what occurred during the contact, and signature of the person providing the support.
- 6.14 CONTRACTOR shall ask families to complete a COUNTY approved Protective Factors Survey (PFS) once they have received at least six (6) hours of Prevention and Aftercare and/or prior to starting Enhanced Supportive Services and at three-month intervals until a family's Prevention and Aftercare case closes, and at the time of case closure.
- 6.15 CONTRACTOR shall, at three-month intervals, conduct ongoing reviews and document the family's progress toward achieving their goals via Progress Review reports (Technical Exhibit 5) as identified in their written ISP.
- 6.16 CONTRACTOR shall, at the initiation of Prevention and Aftercare, actively plan for participant self-sufficiency. At the conclusion of Prevention and Aftercare, CONTRACTOR shall conduct and document a Case Closure or Transition Plan with the family to discuss their plan for sustaining all progress made and/or to inform and provide closure with the family. Case closures shall be documented on a Case Closure or Transition Summary (Technical Exhibit 6).
- 6.17 CONTRACTOR shall make the required documents (Needs Assessment, Individualized Service Plan [ISP], Referral log, Progress Notes, Progress Reviews, and Case Closure or Transition Summary) as well as any printouts from the P&A FCS Data Base available to the COUNTY Program Manager/Program Monitor upon request.
- 6.18 If the family's needs are assessed to be beyond the scope of what CONTRACTOR can provide, CONTRACTOR shall within ten (10) business days coordinate and collaborate with other COUNTY CONTRACTORS or community based organizations in the SPA to link the family to the necessary supports thereby tailoring continuing services to the family's needs, reducing duplication of services and ensuring continuity of care.
- 6.19 CONTRACTOR shall have a Case Navigator outstationed a minimum of ten (10) hours a week at each DCFS office within the contract's Service Planning Area(s). CONTRACTOR shall submit the Outstationed P&A Case Navigator Schedule (Technical Exhibit 22) monthly unless there are no changes from the prior month.
- 6.19.1 For the Countywide American Indian/Alaska Native and Asian Pacific Islander contracts only, a Case Navigator shall be outstationed a minimum of six (6) hours a week at the DCFS office housing the American Indian/Alaska Native and Asian Pacific Islander units.

6.20 CONTRACTOR shall, when a family moves out of the area served by the CONTRACTOR, refer the family to another Prevention and Aftercare CONTRACTOR as appropriate.

7.0 WAIT LIST

7.1 In the event that the CONTRACTOR is at capacity for Case Navigation/Enhanced Supportive Services, the CONTRACTOR shall give families the option to be on a "Wait List." While families are waiting, they will be invited to participate in other Prevention and Aftercare activities, resources, and supports such as parenting or other classes, community resource fairs, community gardening, yoga classes, support groups, etc., until a Case Navigator/Enhanced Supportive Services becomes available to service the family.

7.1.1 If there is a wait list of more than five (5) families, the CONTRACTOR shall inform the COUNTY immediately. If there is a wait list of more than ten (10) families, the CONTRACTOR shall develop an immediate plan to address the wait list.

7.1.2 For families on a wait list, the CONTRACTOR shall contact the family at least once a month to check in with the family until the family is assigned a Case Navigator/Enhanced Supportive Services Manager.

7.1.3 CONTRACTOR shall provide a monthly Prevention and Aftercare agency "Wait List" report to the COUNTY Program Manager indicating the names of participants and referrals source; document all contacts with the family, and the expected length of time to start of case navigation.

7.1.4 The monthly "Wait List" report shall be submitted by the fifth business day of the following month to the COUNTY Program Manager or designee.

8.0 COMMUNITY OUTREACH AND CAPACITY BUILDING

8.1 Community Outreach: CONTRACTOR shall, at a minimum of once annually, conduct an activity to increase awareness of child abuse and neglect, as well as promote the availability of Prevention and Aftercare. CONTRACTOR shall, at a minimum of once annually,

- Partner with the local child abuse prevention council to provide community trainings/activities on the prevention of child abuse and neglect; and
- Conduct child abuse and neglect awareness campaigns.

Additional outreach efforts may include:

- Media based Public Service Announcement (PSA) on the prevention of child abuse and neglect;
- Neighborhood Action Council (NAC);
- Community Action Group (CAG);
- Shared Leadership in Action Councils; and

- Creation and distribution of a Community Resource Guide.
- 8.1.1 CONTRACTOR shall maintain documentation to support its outreach efforts. This documentation shall be made available to the COUNTY Program Manager upon request.
- 8.2 Internal Capacity Building: CONTRACTOR shall, at a minimum of once quarterly, engage in activities that improve its capacity to coordinate quality of service planning and delivery.
- 8.2.1 CONTRACTOR must include certification in the Standards of Quality for Family Strengthening and Support of all staff providing Prevention and Aftercare, the CONTRACTOR'S executive leadership team and all subcontractor staff providing case navigation services.
- 8.2.1.1 50% of staff shall be trained by the end of the first contract term.
- 8.2.1.2 80% of staff shall be trained by the end of the second contract term.
- 8.2.1.3 100% of staff shall be trained by the end of the third contract term.
- 8.2.2. Internal capacity building activities may also include:
- In service training on the prevention of child abuse and neglect for CONTRACTOR staff;
 - Other professional development activities, such as conference attendance and continuing education on the prevention of child abuse and neglect; and
 - Continuous quality assurance efforts.
- 8.2.3 CONTRACTOR shall provide DCFS approved and defined Core Practice Model training to all staff.
- 8.3 External Capacity Building: CONTRACTOR shall, at a minimum of once quarterly, engage in activities that improve its capacity to deliver high quality services to the community it serves and create partnerships with other community networks.
- 8.3.1 CONTRACTOR shall continually build strong and collaborative relationships with its network of community partners and County Departments that provide services to children and families to enhance and expand their service array.
- Cross training on the prevention of child abuse and neglect with Community Partners;

- Inclusion of Community Partners, Neighborhood Action Councils, Shared Leadership in Action Councils, and Community Action Groups in continuous quality assurance efforts; and
- Create Linkages across community networks.

8.4 CONTRACTOR shall maintain documentation such as surveys, agendas, and sign-in sheets to support its outreach and capacity building efforts. This documentation shall be made available to the COUNTY Program Manager upon request.

9.0 COMMUNITY DIRECTED DISCRETIONARY FUNDS

9.1 CONTRACTOR shall utilize Community Directed Discretionary Funds to fund services, activities, resources, and supports to address unmet needs for the target population as identified by the CONTRACTOR through a community stakeholder needs assessment process. Examples of how community needs assessments may be gathered include: canvassing neighborhoods and surveying families in the community, researching information, holding town hall meetings, and conducting focus groups with diverse families and stakeholders in the community.

9.2 CONTRACTOR'S use of Community Directed Discretionary Funds shall respond to the needs expressed by families, including connections to economic networks, social networks of kin and neighbors, and high-quality services that show respect for families.

9.3 Community Directed Discretionary Funds' services, activities, and/or supports shall respond to a broad array of family needs and concerns in specific neighborhoods, rather than being aligned with disconnected service systems or limited to matching family problems with specific service programs.

9.4 Community Directed Discretionary Funds shall be used to fund services, activities and/or supports that satisfy one or more of the following criteria:

9.4.1 Evidence Based Practices that are rated as well supported, supported, or promising in the California Evidence Based Clearinghouse for Child Welfare and/or an Evidence Based Clearinghouse established by the Administration of Children and Families.

9.4.2 Promising Approaches including new programs developed by CONTRACTOR that address an unmet need, as approved by COUNTY Program Manager.

9.4.3 Services and/or programs that the CONTRACTOR has had prior experience and deem effective.

9.4.4 Expansion of existing successful activities, services and/or programs.

- 9.5 Through the use of Community Directed Discretionary funds, CONTRACTOR shall create comprehensive, strengths-based, child abuse and neglect prevention programs that are inclusive of existing formal and informal partnerships with community agencies and stakeholders. All services, activities, resources and supports funded by Prevention and Aftercare shall address one or more of the following themes: decreasing social isolation, enhancing economic well-being and self-sufficiency, and increasing access to existing services.
- 9.6 CONTRACTOR must address all three (3) themes by performing at least one (1) activity from the categories listed below for each of the three goals. CONTRACTOR must provide at least one (1) event quarterly.
- 9.6.1 Decrease Social Isolation. Increases in social and community “connectedness” decreases social isolation and can lead to the development of emotional and concrete support for families, which is associated with diminished risk of child maltreatment. CONTRACTOR shall provide at least one (1) activity from the following categories:
- Networking and Collaborative Activities. These neighborhood-based activities offer a range of opportunities for participation and build infrastructure within the community. *Example: Monthly Community Family Nights/Resource Fair.*
 - Family and Resident Activities. These activities welcome and support families. Parent/adult activities may be concurrent with child and youth focused activities. Community and/or family leadership forums include youth input into decision-making. *Example: Faith based peer support group.*
 - Family Support Activities. These activities support the development of protective factors and include community based parent classes, groups, meetings, and activities that focus on social connections, knowledge of parenting and child development, and community resources/services. *Example: Fatherhood oriented parenting education.*
 - Neighborhood Pride and Engagement Activities. These activities and/or projects focus on healthy socialization and instilling pride in community residents. *Example: Community Gardening Club.*
 - Relationship, Empowerment and Community Organizing Activities. These activities foster community engagement and networking through community projects that focus on strengthening bonds between families, neighbors, local government, school systems, and other community stakeholders. *Example: Joint Resident and Law Enforcement Community Action Group.*
- 9.6.2 Enhance Economic Well-being. Improvement in family economic conditions, including the ability to access services and goods to meet basic needs, reduces stress and deprivation and is associated with

reduced occurrences of child maltreatment. CONTRACTOR shall provide at least one (1) activity from the following categories:

- Economic Development and Support Activities. These activities assist families with the provision of concrete support in times of need, as well as opportunities for economic development, programs, projects, groups, activities, job training and resources. *Example: Free tax preparation services, particularly to families eligible for the Earned Income Tax Credit.*
- Financial Literacy Activities. These activities facilitate the development of a set of skills and knowledge that allows an individual to make informed and effective decisions through their understanding of finances. *Example: Household budgeting workshop.*
- Employment Training and Placement Activities. These activities facilitate job training and job placement in fields that have a direct connection to living wage jobs. *Example: Census job training.*

9.6.3 Increase Access to Existing Activities, Resources and Supports. Families benefit from easily accessible, self-chosen activities, resources, and supports. When these activities, resources, and supports develop and/or strengthen parental/caregiver protective factors, child safety and well-being is increased. CONTRACTOR shall provide at least one (1) activity from the following categories:

- Institutional Transformation Activities. These activities support the development and/or expansion of early childhood education programs and youth development programs. *Example: Development of art program that allows preschool age children to nonverbally express themselves.*
- Family Support Activities. These activities strengthen the development of parental/caregiver knowledge of parenting and child development, enhance parental/caregiver resilience, and support the overall development of healthy social connections. *Example: Teen/young adult parent support group.*
- Youth Development Activities. These activities help to ensure that school age children are safe, healthy and ready to do well in school every day. *Example: Community teen club.*
- Activities Supporting the Available Services and Resources. These activities focus on ensuring the availability of a range of various activities, services and supports for all family members. These activities, services and supports should facilitate (1) increases in healthy family functioning, (2) improvement in mental/emotional well-being, (3) decreases in substance abuse, (4) decreases in youth maladaptive

behavior, and (5) improvement in overall safety, health and learning for families. *Example: Community-based resources warm line.*

9.7 Use of Community Directed Discretionary Funds for the implementation of Prevention and Aftercare activities, resources, and supports requires pre-approval by the COUNTY Program Manager via a Work Plan.

9.7.1 CONTRACTOR shall complete and submit the Prevention and Aftercare Work Plan for approval at the beginning of each contract year.

9.7.2 CONTRACTOR shall document in the Work Plan the:

- Type of activity, service and/or program and brief description;
- Protective factor being addressed by the activity, service and/or program;
- Estimated cost of activity, support and/or program;
- Estimated number of participants to be served by the activity, support and/or program;
- If the activity, support and/or program is: Evidence based; the CONTRACTOR has prior experience with the activity; it is an expansion of an existing activity; or it is a promising approach; and
- Description of outcome goals to be achieved through the proposed support, activity and/or program and how the outcomes goals will be evaluated.

9.7.3 COUNTY Program Manager shall approve or request modification of the CONTRACTOR'S Work Plan.

9.7.4 CONTRACTOR shall complete One Time Surveys for single community events (examples: Art Festival, Community BBQ).

10.0 COUNTY DIRECTED DISCRETIONARY FUNDS

10.1 COUNTY has discretion to utilize up to ten percent (10%) of the total maximum annual contract amount for the implementation of DCFS directed and approved activities, resources, and supports that meet the needs of children and their families in the contracted service area and that have a clear nexus to the prevention of child maltreatment. CONTRACTOR shall implement COUNTY Directed programs, activities, resources, or supports that satisfy one or more of the following criteria:

10.1.1 Evidence Based Practices that are rated as well supported, supported, or promising in the California Evidence Based Clearinghouse for Child Welfare and/or an Evidence Based Clearinghouse established by the Administration of Children and Families.

10.1.2 Supports and/or programs of which CONTRACTOR has had prior experience and deems effective.

10.1.3 Expansion of existing activities, supports and/or programs.

10.1.4 Training, activities, or supports that are related to Eliminating Racial Disparity and Disproportionality.

10.2 DCFS Regional Managers within each SPA shall identify trends, needs, or issues that are impacting the children and families that they serve and along with the CONTRACTOR shall jointly identify new activities, resources, or supports to address one or more of the identified needs. The CONTRACTOR shall inform the DCFS Regional Manager of the feasibility of each activity; however, DCFS Regional Managers shall make the final determination before submitting to the COUNTY Program Manager for final approval.

10.3 Upon DCFS Regional Manager(s) agreement, the CONTRACTOR shall complete the COUNTY Directed Discretionary Funds (CDDF) Request (Technical Exhibit 8) and upload supporting documents including the DCFS COUNTY Directed Discretionary Funds Work Plan and Budget Narrative (Technical Exhibit 9) online in the Prevention and Aftercare Family Centered Services (FCS) Data Base system. The DCFS Regional Manager shall submit the CDDF Request by electronically signing online.

10.4 The COUNTY Program Manager shall approve, deny, or request modification of the CDDF Request online.

10.5 COUNTY Program Manager shall approve all CDDF activities, resources, and supports prior to use of these funds. COUNTY Directed Discretionary Funds are not to be utilized without COUNTY Program Manager approval.

10.6 The CONTRACTOR is responsible for all fiscal and programmatic documentation associated with the use of COUNTY Directed Discretionary Funds and shall, on at least a quarterly basis, update the DCFS Regional Manager on the status of the activities and funds.

10.7 The DCFS Regional Managers are responsible for ensuring utilization of COUNTY Directed Discretionary Funds for the designated activities, resources, and supports.

10.8 COUNTY Program Manager has discretion to approve re-allocation of COUNTY Directed Discretionary Funds that remain unspent during the last quarter of each year.

10.9 Subcontracting of COUNTY Directed Discretionary Funds is not permissible.

11.0 EMERGENCY BASIC SUPPORT SERVICES (EBSS)

11.1 CONTRACTOR may utilize up to two and one half percent (2.5%) of the total maximum annual contract amount for Emergency Basic Support Services (EBSS) to assist families with obtaining basic necessities of life. CONTRACTOR shall be reimbursed for allowable EBSS. Allowable EBSS may include:

- Clothing, utilities, food, furniture, household items, infant supplies or school items;
- Transportation services, i.e., bus tokens/bus passes;
- Housing assistance; and
- Minor home, car, appliance repair and gasoline.

11.2 CONTRACTOR shall provide assistance with obtaining EBSS only if aid is unavailable through any other means to the family. Efforts to obtain assistance through other means shall be documented on the EBSS Request Form, Technical Exhibit 11.

11.3 These services shall prevent/reduce the risk of family disruption and shall be directly related to the family plan goal.

11.4 EBSS shall not exceed one thousand dollars (\$1000) per family, per contract year.

11.5 COUNTY Program Manager has the discretion to approve EBSS in excess of \$1000 per family, per contract year under extraordinary circumstances and on a case by case basis. CONTRACTOR shall not provide EBSS in excess of \$1000 per family, per contract year without written approval from COUNTY Program Manager.

11.6 EBSS shall be made available to families receiving other Prevention and Aftercare. EBSS shall not be the sole service provided to the family.

11.7 CONTRACTOR shall document in the case record and on the Emergency Basic Support Services Request Form, Technical Exhibit 11, the following:

- All services that the family is receiving;
- The type of EBSS provided;
- The reason for providing the EBSS; and
- All original receipts with dollar amount and date of services or items purchased.

11.8 CONTRACTOR shall, on a monthly basis, submit all completed EBSS Request Forms (Technical Exhibit 11), with the Monthly Reimbursement Invoice, (Technical Exhibit 12), and EBSS Monthly Log, (Technical Exhibit 10), for items purchased with all receipts attached. CONTRACTOR shall retain all original receipts and make available to COUNTY upon request.

11.9 Direct distribution of Prevention and Aftercare monies to families by CONTRACTOR is prohibited.

12.0 **REPORTS AND RECORD KEEPING**

12.1 CONTRACTOR shall enter case information in the Family Centered Services system within five (5) business days.

- 12.2 CONTRACTOR shall provide COUNTY with a monthly summary report, Technical Exhibit 13, and a monthly ethnicity and services count report, Technical Exhibit 14, for the previous month indicating the work and activities performed.
- 12.2.1 CONTRACTOR shall submit the monthly reports to DCFS' Community-Based Support Division no later than fifteen (15) days after the end of each calendar month for the fiscal year. The reports shall clearly reflect all required information as specified on the monthly report form and shall be transmitted by e-mail, mailed, or delivered to DCFS Community-Based Support Division, 425 Shatto Place, Los Angeles, CA 90020.
- 12.3 CONTRACTOR shall ask families to fill out a COUNTY approved Protective Factors Survey (PFS) once they have received at least six (6) hours of Prevention and Aftercare and/or prior to starting Case Navigation or Enhanced Supportive Services and at three-month intervals until a family's Prevention and Aftercare case closes, and at the time of case closure.
- 12.4 CONTRACTOR shall provide COUNTY with semi-annual reports to be used for the Office of Child Abuse Prevention (OCAP) Annual State Report.
- 12.4.1 The semi-annual reports shall be submitted electronically by the designated due dates as requested by the COUNTY Program Manager. The content and format of the semi-annual reports shall be approved by the COUNTY'S Program Manager.
- 12.4.2 CONTRACTOR shall, in the semi-annual reports, document Strengthening Families: Protective Factor outcomes.
- 12.4.3 CONTRACTOR shall, in the semi-annual reports, document progress in their Community Directed and COUNTY Directed Work Plans.
- 12.5 CONTRACTOR shall maintain and make available to COUNTY Program Manager, upon request, all program and participant records such as:
- 12.5.1 Linkages to contracted and non-contracted community providers;
- 12.5.2 Individualized Family Service Plan, including needs assessment;
- 12.5.3 COUNTY Directed Discretionary Funds Request
- 12.5.4 Emergency Basic Support Services Request
- 12.6 The COUNTY reserves the right to request additional records, data (including but not limited to Protective Factors Survey data, internal agency data collection, and consultant data collection) and reports as needed.

13.0 STAFFING

CONTRACTOR shall be responsible for securing and maintaining staff that meet minimum qualifications and possess sufficient experience and expertise required to provide services required in this SOW and meet the requirements identified in the Contract.

13.1 CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR'S staff and volunteers, and all Subcontractors' staff and volunteers, prior to beginning and continuing work under any resulting Contract. The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR and Subcontractors, whether or not the staff member passes or fails the background and criminal clearance investigations (also referenced in the Contract, Subsection 7.5).

13.1 CONTRACTOR shall have a CONTRACTOR Program Manager (PM).

13.1.1 PM shall have, at minimum, a Bachelor's degree in a social science or a closely related field and two years full-time management experience in a social service agency.

13.2 CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served.

13.3 CONTRACTOR shall ensure all staff providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community serviced.

13.4 CONTRACTOR shall provide the COUNTY Program Manager, at the beginning of each Contract term and within thirty (30) calendar days of any staff change(s), a roster of all staff that includes:

13.4.1 Name and positions;

13.4.2 Degree and field of study (if applicable);

13.4.3 Work schedule; and

13.4.4 Email addresses and telephone numbers.

13.5 CONTRACTOR shall notify the COUNTY Program Manager in writing of any change(s) in CONTRACTOR'S key personnel no more than three (3) business days after the change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occur as a result of the change in personnel.

13.6 CONTRACTOR shall provide supervision to all staff that provide program services under this contract. For staff providing all levels of case management,

CONTRACTOR shall provide a minimum of bi-weekly supervision. Copies of sign-in logs, agendas and any other supervision materials shall be made available to the COUNTY Program Manager upon request. Supervision may take place individually or as a group.

13.7 CONTRACTOR shall maintain documentation in the personnel files of all staff providing program services:

13.7.1 All training hours and topics;

13.7.2 Copies of resumes, degrees and professional licenses; and

13.7.3 Criminal clearances.

14.0 QUALITY ASSURANCE PLAN

The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met.

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

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

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

14.2.1.1 Methods for insuring that staff will be trained on DCFS approved and defined Core Practice Model curriculum (see Technical Exhibit 21).

14.2.2 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, absences, etc., by CONTRACTOR'S employees .

14.2.3 Methods for ensuring that Strengthening Families Protective Factor Surveys, Needs Assessments, Individualized Service Plans and case required documentation are completed as required.

14.2.4 Methods for ensuring that families are engaged and participate in the development and/or selection of activities, resources, services and supports selected for implementation as part of the Prevention and Aftercare contract.

14.2.5 Methods for ensuring that the activities, resources and/or supports are accessible and welcoming to families.

14.2.6 CONTRACTOR shall monitor the overall performance and shall ensure fiscal monitoring of subcontracts.

14.3 CONTRACTOR shall not utilize any employee or Subcontracted Network Partner whose work has been deemed deficient and unacceptable by the COUNTY.

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

14.3.2 The QAP will be reviewed annually by CONTRACTOR and COUNTY Program Manager and revised, if needed.

14.3.3 COUNTY reserves the right to request and obtain from CONTRACTOR an updated QAP for any identified issue of concern at any time.

15.0 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. All monitoring will be conducted in accordance with Part II, COUNTY'S Quality Assurance Plan, of the Contract.

15.1 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:

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

15.1.2 Participant Case Records;

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

15.1.4 Subcontractor monitoring reports;

15.1.5 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) calendar days of the receipt of the Technical Review Findings.

- 15.2 In addition to completing the COUNTY approved Protective Factors Surveys, CONTRACTOR shall ask families to participate in a confidential evaluation to measure the effectiveness of Prevention and Aftercare received.
- 15.3 All families participating in Prevention and Aftercare will be invited to fill out a confidential satisfaction survey.
 - 15.3.1 After the first year of the contract, CONTRACTOR shall ask families to complete the Standards of Quality for Family Strengthening and Support Participant Survey.

16.0 TRANSFER OF RECORDS

- 16.1 At the start of a new contract, CONTRACTOR shall accept transitioned cases from the prior contractors. The new CONTRACTOR shall submit a plan of coverage to the CPM for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from prior contractors. The plan of coverage shall include (1) telephonic contact with the family within three weeks of the 30-day transitional period, (2) a face-to-face contact with the family within five business days from the telephonic contact, and (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.
- 16.2 Prior to contract termination or non-renewal of contract, contractor shall, at no additional cost to COUNTY, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. CONTRACTOR shall keep copies of all transferred cases for their own records. The transitional plan shall be made in consultation with the COUNTY Program Manager at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

17.0 EVALUATION

- 17.1 CONTRACTOR shall actively participate in annual performance reviews to assess achievement of performance measures. CONTRACTOR shall collect and share participant identifying information such as name, date of birth, and any assigned COUNTY and/or agency identification numbers.
- 17.2 In addition to these reporting requirements, the COUNTY anticipates development of an external evaluation to examine the impact of the Strengthening Families approach in a child welfare context and that outcomes would address improvements in the Protective Factors as well as how different program strategies can achieve results for children and families.
- 17.3 Performance based contracts shall be evaluated subsequent to year two of contract implementation to assess programmatic effectiveness in achieving desired outcomes, as well as to inform continuous quality improvement efforts. Evaluations shall be COUNTY directed.

17.4 CONTRACTOR shall actively participate in evaluation activities. Said evaluation on activities include, but are not limited to, collection and sharing of data on:

17.4.1 Program Implementation;

17.4.2 Participant characteristics; and

17.4.3 Participant outcomes.

18.0 GREEN INITIATIVES

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

18.2 Contractor shall notify COUNTY’S Project Manager of CONTRACTOR’S new green initiatives prior to the contract commencement.

18.0 PERFORMANCE REQUIREMENTS SUMMARY

CONTRACTOR shall adhere to the Performance Requirements established in Section D of this Statement of Work.

19.0 PERFORMANCE-BASED INCENTIVES INITIATIVE (COUNTY RESERVES THE RIGHT TO IMPLEMENT ONLY IF FUNDING IS AVAILABLE)

CONTRACTOR shall be considered for Performance Based Incentives established in Section D of this Statement of Work. Performance Based Incentives are contingent on the availability of funds.

SECTION D PREVENTION AND AFTERCARE Performance Requirements Summary (PRS) Chart

Please note that while all contract terms should be met, the following will be reviewed and if not met will result in deductions/fees.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION TO BE ASSESSED FOR NOT MEETING THE REQUIREMENT
SOW Section 3.0, Scope of Work	CONTRACTOR shall subcontract a minimum of twenty percent (20%) of Prevention and Aftercare Services funding through written subcontracts with an array of community partners whose subcontracted activities, resources and/or supports are directly related to the achievements of the goals and objectives and to the successful implementation of program activities, paragraph 3.3.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a FINDING during the initial Technical Review -Failure to meet this requirement during the subsequent Technical Review and/or desk review will result in a \$100 deduction /fee for every 5% below the 20%
SOW Section 4.0, DCFS Referral Process	CONTRACTOR shall make at least three (3) attempts via phone, email, face-to-face, and/or letter to reach the family as specified in paragraph 4.3	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a FINDING during the initial Technical Review -Failure to meet this requirement during the subsequent Technical Review and/or desk review will result in \$100 deduction/fee per occurrence.
SOW Section 5.0, Differential Response Path 1	CONTRACTOR shall participate in MDT conferences and designate, at a minimum, a primary and secondary (back up) participant for the DR Path 1 MDT as specified in paragraph 5.4	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$100 deduction/fee per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION TO BE ASSESSED FOR NOT MEETING THE REQUIREMENT
CONTRACT 6.3, Invoices	CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 15 days of the last day of the month in which the service was rendered. Any invoice submitted more than 15 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a FINDING during the initial Technical Review -Failure to meet this requirement during the subsequent Technical Review and or desk reviews will result in \$100 deduction/fee per occurrence.
SOW Section 8.0, Community Outreach and Capacity Building	Community Outreach: CONTRACTOR shall at a minimum of once annually, conduct an activity to increase awareness of child abuse and neglect, as well as promote the availability of Prevention and Aftercare services as specified in paragraph 8.1.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$500 deduction/fee per occurrence
SOW Section 8.0, Community Outreach and Capacity Building	Internal Capacity Building: Contractor shall, at a minimum of once quarterly, engage in activities that improve its capacity to coordinate quality of service planning and delivery as specified in paragraph 8.2.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$500 deduction/fee per occurrence
SOW Section 8.0, Community Outreach and Capacity Building	External Capacity Building: CONTRACTOR shall, at a minimum of once quarterly, engage in activities that improve its capacity to deliver high quality services to the community it serves and create partnerships with other community networks as specified in paragraph 8.3.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$500 deduction/fee per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION TO BE ASSESSED FOR NOT MEETING THE REQUIREMENT
SOW Section 9.0, Community Directed Discretionary Funds	Through the use of Community Directed Discretionary funds, CONTRACTOR shall create comprehensive, strength-base, child abuse and neglect prevention programs that are inclusive of existing formal and informal partnerships with community agencies and stakeholders. All services, activities, resources and supports funded by Prevention and Aftercare Services shall address one or more of the following themes: decreasing social isolation, enhancing economic well-being and self-sufficiency, and increasing access to existing services, paragraph 9.5.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$100 deduction/fee per occurrence
SOW Section 10.0, COUNTY Directed Discretionary Funds	<p>COUNTY has discretion to utilize up to ten percent (10%) of the total maximum annual contract amount for the implementation of DCFS directed and approved activities, resources, and supports that meet the needs of children and their families in the contracted service area. CONTRACTOR shall implement COUNTY Directed programs, activities, resources, or supports that satisfy one or more of the following criteria</p> <ul style="list-style-type: none"> - Evidenced Based Practices - Supports and/or programs of which CONTRACTOR has had prior experience and deems effective - Expansion of existing activities, supports and/or programs 	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$100 deduction/fee per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION TO BE ASSESSED FOR NOT MEETING THE REQUIREMENT
CONTRACT 10.2 Continuous Quality Improvement	CONTRACTOR Program Manager, or appropriate representative, shall attend all Prevention and Aftercare meetings as determined by COUNTY.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a FINDING during the initial Technical Review -Failure to meet this requirement during the subsequent Technical Review and or desk reviews will result in \$50 deduction/fee per occurrence.
SOW Section 12.0, Reports and Record Keeping SOW Section 12.0	CONTRACTOR shall enter case information in the Family Centered Services system within a week of contact, paragraph 12.1	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$50 deduction/fee per occurrence
SOW Section 12.0, Reports and Record Keeping SOW Section 12.0	CONTRACTOR shall provide COUNTY with a monthly summary report, Technical Exhibit 13, and a monthly ethnicity and services count report, Technical Exhibit 14, for the previous month indicating the work and activities performed, paragraph 12.2.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$100 deduction/fee per occurrence
SOW Section 12.0, Reports and Record Keeping SOW Section 12.0	CONTRACTOR shall ask families to fill out a COUNTY approved Protective Factors Survey (PFS) once they have received at least six (6) hours of Prevention and Aftercare and/or prior to starting Case Navigation or Enhanced Supportive Services and at three-month intervals until a family's Prevention and Aftercare case closes, and at the time of case closure	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$100 deduction/fee per occurrence
SOW Section 13.0, Staffing	CONTRACTOR shall be responsible for securing and maintaining staff that meet minimum qualifications and possess sufficient experience and expertise required to provide services required in this SOW and meet the requirements identified in the Contract.	-Bi-Annual Technical Reviews and/or desk reviews	-Failure to meet this requirement will result in a \$100 deduction/fee per occurrence

Section D
Prevention and Aftercare
Performance-Based Incentives Initiative Guidelines
(Implementation of performance-based incentives subject to funding availability)

A. Program Description and Purpose.

Prevention and Aftercare (P&A) Program Performance-based Incentives is an initiative of the COUNTY that aims to reward outstanding performance of P&A providers in increasing protective factors and access to and utilization of high-quality community-based services for P&A participants. Contractor shall spend the bonuses in alignment with Promoting Safe and Stable Families (PSSF), Department of Mental Health-Prevention and Early Intervention (DMH-PEI), AB 2994, and Net County Cost funding regulations. Subject to funding availability, COUNTY will pay eligible CONTRACTOR bonuses for high performance on two performance measures (“Performance Incentives.”):

1. the Protective Factors Survey-30 (PFS-30) (“Performance Incentive 1”), and
2. an additional incentive, to be jointly determined by COUNTY and CONTRACTOR, related to engaging P&A participants in high-quality community-based services designed to decrease social isolation and enhance economic well-being and self-sufficiency (“Performance Incentive 2”)

B. Definitions

1. Bonus Payments. COUNTY shall offer financial incentives for CONTRACTORS who meet the eligibility requirements detailed in Section C (Eligibility Requirements) below and achieve the Performance Incentives (“Bonus Payments”). Bonus Payments will be based on provider performance against Performance Incentives. Specific targets for Performance Incentives will be determined based on data collected during the Baseline Period.
2. Baseline Period. The first twelve months of the program shall be considered a baseline period and will be used to calculate CONTRACTOR performance targets (“Baseline Period.”)
3. Assessment Period. The subsequent twenty-four months of the program shall be considered an assessment period in which CONTRACTOR performance is compared to performance targets to determine Bonus Payments (“Assessment Period.”)
4. Payment Period. COUNTY will make annual Bonus Payments in the months of October 2022 and September 2023 (“Payment Period.”)

C. Eligibility Requirements for the Performance-based Incentives Initiative

To be eligible to receive Bonus Payments for providing P&A Services, CONTRACTOR must:

1. Meet all contract requirements, which includes the Terms and Conditions Section 6, Invoices and Payments, as well as the submission of PFS-30 data to COUNTY according to the schedule established in Section 12 of the Statement of Work. CONTRACTOR will not be eligible for Bonus Payments, regardless of performance against established targets for Performance Incentives, if they have not met all contract requirements.
2. Participate in the evaluation of the P&A program as described in Section 17 of the Statement of Work, including collection of participant satisfaction data.

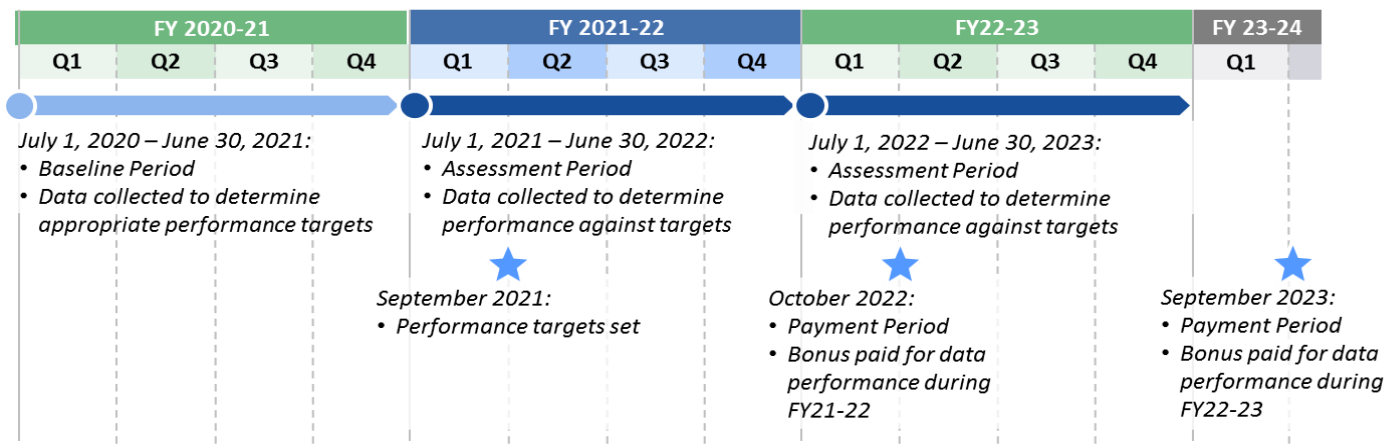
3. Meet or exceed established targets for Performance Requirements Summary outlined Section D of the Statement of Work.
4. Meet or exceed established targets for Performance Incentives.

Sample Payment Timing

- A. Baseline Period (July 1, 2020 – June 30, 2021). Data collected during this period will be used by COUNTY to determine the methodology for calculating performance targets for Performance Incentive 1 and to determine performance targets for Performance Incentive 1 and Performance Incentive 2. Performance targets will be set in September 2021.
- B. July 1, 2021 - June 30, 2022: COUNTY will collect data in July 2022, calculate earned Bonus Payments during August and September 2022 and issue payment in October 2022, provided CONTRACTOR meets all eligibility requirements in Section C of this document and submits PFS-30 data on the schedule outlined in Section 12 in the Statement of Work. The Bonus Payments for this period will be based on the Contractors’ performance during the period July 1, 2021-June 30, 2022 to allow for a 30-day data submission lag and two months for analysis and reporting. Performance calculation will occur as described in previous section.
- C. July 1, 2022 – June 20, 2023 and beyond, as appropriate: COUNTY will collect data in July 2023, calculate earned Bonus Payments during August 2023 and issue payment in September 2023, provided CONTRACTOR meets all eligibility requirements in Section C of this document and submits PFS-30 data on the schedule outlined in Section 12 in the Statement of Work. The Bonus Payments for this period will be based on the Contractors’ performance during the period July 1, 2022-June 30, 2023 to allow for a 30-day data submission lag and one month for analysis and reporting. Performance calculation will occur as described in previous section.

Sample Timeline for Baseline, Assessment, and Payment Periods

The following timeline for baseline, assessment and payment periods will apply to both Performance Incentives 1 and 2.



LIST OF TECHNICAL EXHIBITS for STATEMENT OF WORK

Prevention and Aftercare

Technical Exhibit	Name
1	Referral Log
2	Progress Note
3	Needs Assessment
4	Individualized Service Plan (ISP)
5	Progress Review
6	Case Closure or Transition Summary
7	Multi-level Case Management Comparison Chart
8	DCFS COUNTY Directed Discretionary Funds (CDDF) Activities Request
9	DCFS COUNTY Directed Discretionary Funds (CDDF) Work Plan and Budget Narrative
10	Emergency Basic Support Services Monthly Log
11	Emergency Basic Support Services Request Form
12	Monthly Reimbursement Invoice
13	Monthly Summary Report
14	Monthly Service Counts
15	Monthly Linkages Report
16	Multi-Disciplinary Team Designee (Primary)
17	Multi-Disciplinary Team Designee (Secondary)
18	Examples of Evaluated Out Allegations
19	Deaf and Hard of Hearing Request Services Form
20	Expense Claim for Services Rendered to Serve Deaf and Hard of Hearing
21	Core Practice Model
22	Outstationed P&A Case Navigator Schedule

PREVENTION & AFTERCARE (P&A)
REFERRAL LOG

AGENCY:	CASE NAVIGATOR/MANAGER:
PARENT(S)/CAREGIVER(S):	
NAME(S) & DOB OF CHILD/REN:	
<u>Name:</u>	<u>DOB:</u>
1.	4.
2.	5.
3.	6.

Date of Referral	Referral made for which Parent/Caregiver/ Child	Type of Class/Program/Service/Activity* (see examples below)	Name of Provider	Date(s) of Follow-up	Confirmed Service Start Date	Comments

*Class/Program/Service/Activity examples:

Parenting, Anger Management, Domestic Violence (DV), Shelter/Housing, Food, Clothing, Cash Assistance, Baby Items, School Supplies, Health Care/Services, Immigration, Education, Mental Health Services, Substance Use Disorder Treatment, Residential Treatment, Legal Services, Youth Services, Child Care, Employment Services, Visitation, Literacy, Financial Literacy, Economic Development Services, Sexual Abuse Treatment, Transportation, Commercial Sexual Exploitation of Children (CSEC), LGBTQ support/services, Support Group, Parent Leadership Opportunity

Prevention and Aftercare (P&A) Progress Note

Participant(s) Name(s):		Date of Service:
Employee Name:		Start – End Time:
Goal (s) Addressed:		

Services Provided: Check all that apply

- In Person
- Over Telephone
- Assisted Participant with Accessing Resources (i.e. attended appointment, provided bus pass, etc.)
- Attended Child Family Team or Team Decision Making Meeting (Attach DCFS Case Plan)
- Attended Children's, Juvenile or Family Court
- Conducted Community Outreach
- Distributed Resources (i.e., food or clothing donations)
- Home Visit Completed
- Informed Participant about _____
- Left a Message
- Linked Participant to Community Referrals/Resources
- Provided Resources or Information Materials
- Spoke With DCFS Social Worker for Case Information

Situation Intervention Response Plan (SIRP) Note	
SITUATION Describe presenting problem or concern or reason for visit/call	
INTERVENTION Describe how situation was addressed, if applicable	
RESPONSE Describe the participants response to your intervention and/or visit/call	
PLAN Describe next step(s)	

Case Navigator/Staff Signature

Date

PREVENTION & AFTERCARE
NEEDS ASSESSMENT

Name: _____

Date: ____/____/____

Staff Name: _____

Universal ID: _____

Question	Yes	No	N/A	Declined	On IFSP	Notes
HEALTH						
Do you have a regular doctor you see?						
Do you have a dentist?						
Do you have vision care?						
Do you have medical insurance?						
Does your child/children have a regular doctor?						
Does your child/children have a dentist?						
Does your child have vision care?						
Does your child/children have medical insurance?						
Have you felt consistently sad for more than 3 weeks?						
Have you had thoughts about hurting yourself?						
Do you have mental health concerns you want to speak to someone about?						
Have you been unable to sleep because of anxiety, nightmares, etc.?						
Do you want to speak with someone about substance abuse?						
BASIC NEEDS (Food, Housing)						
Do you consistently have enough food to feed your family?						
Do you have stable housing?						
Do you have transportation when you need it?						
Do you have appropriate childcare?						
Do you have adequate furniture in your home?						
Are you in need of Emergency Funds?						
Do you feel your home is safe for you and your family?						
Are you able to pay your bills consistently?						
EMPLOYMENT						
Do you have employment that is sufficient to meet your family's needs?						
Do you need job training in order to get stable employment?						
Do you want to extend your education or participate in trainings for personal or employment reasons?						

PREVENTION & AFTERCARE
NEEDS ASSESSMENT

Question	Yes	No	N/A	Declined to Answer	On IFSP	Notes
CLASSES/GROUPS						
Are you interested in Anger Management classes for you or your partner?						
Are you interested in Parenting classes?						
Are you interested in Domestic Violence support groups?						
Are you interested in general support groups to get to know other people in your community?						
Are you interested in substance abuse support groups?						
CHILD/YOUTH DEVELOPMENT SERVICES						
Do you or a child/youth in your family need help finding a job?						
Are you concerned with gang involvement in your family?						
Do you have concerns about your child/youth's Speech/Language? (speaking, body language, understanding what others say, stutter, etc.)						
Do you have concerns about how your child/youth moves (crawling, walking, running, climbing, jumping)?						
Do you have concerns about the way your child/youth behaves at home, school, or in the community (the way your child expresses their feelings; the way your child interacts with others)						
Is your child/youth behaving in a way that interferes with his learning, home life, or his participation in community activities? (for example extreme tantrums or physical conflict)						
Is your child/youth having trouble sleeping because of anxiety or nightmares?						
LEGAL						
Are you experiencing legal issues related to any of the following? <ul style="list-style-type: none"> • Immigration? • Guardianship? • Support for a disability? • Other 						
SUPPORT						
Is there another caregiver in the home?						
Do you have people to turn to when you need help?						
Do you know how to get help when you need it?						
Do you feel your family can handle problems that arise in the home?						
Are you part of groups in your neighborhood (for example, church groups, parent groups, substance abuse groups, neighborhood watch groups, etc.)?						

PREVENTION & AFTERCARE
NEEDS ASSESSMENT

What are some *strengths* in your family you would like to share with us?

Top 3 Needs (enter here and on ISP/Case Plan):

- 1.
- 2.
- 3.

Family Signature: _____ Date: _____

Staff Signature: _____ Date: _____

INDIVIDUALIZED SERVICE PLAN (ISP)

Technical Exhibit 4

Name / Nombre: _____ Date / Fecha: _____ Navigator / Navegante: _____ Agency: _____

Goal / Meta: (in Family's words)	Goal is for which individual(s)	Protective Factors being addressed/strengthened	Service Requested / Servicio Solicitado:	Responsible Parties / Action Steps:	Target Competition Date	Goal Progress	Date Goal Attained
			Date Added: _____			<input type="checkbox"/> Participating in service (significant progress) <input type="checkbox"/> Linked to services / attempts to contact <input type="checkbox"/> No progress observed	<input type="checkbox"/> Goal Attained Date: _____
			Date Added: _____			<input type="checkbox"/> Participating in service (significant progress) <input type="checkbox"/> Linked to services / attempts to contact <input type="checkbox"/> No progress observed	<input type="checkbox"/> Goal Attained Date: _____
			Date Added: _____			<input type="checkbox"/> Participating in service (significant progress) <input type="checkbox"/> Linked to services / attempts to contact <input type="checkbox"/> No progress observed	<input type="checkbox"/> Goal Attained Date: _____
			Date Added: _____			<input type="checkbox"/> Participating in service (significant progress) <input type="checkbox"/> Linked to services / attempts to contact <input type="checkbox"/> No progress observed	<input type="checkbox"/> Goal Attained Date: _____
			Date Added: _____			<input type="checkbox"/> Participating in service (significant progress) <input type="checkbox"/> Linked to services / attempts to contact <input type="checkbox"/> No progress observed	<input type="checkbox"/> Goal Attained Date: _____

Comments / Comentarios:

Effective Date / Fecha Efectiva: ____/____/____ to / a ____/____/____

Participant Signature / Firma del participante: _____ Date / Fecha: ____/____/____

Supervisor Signature: _____ Date / Fecha: ____/____/____

Navigator Signature / Firma del Navegante: _____ Date / Fecha: ____/____/____

P&A Progress Review

Date of initial Individual Service Plan (ISP): _____ Date of this Progress Review: _____

Goals from initial ISP &/or last Progress Review*:

1. Goal:

Builds Protective Factor(s): _____

Completed In Progress Revised

Update(s):

2. Goal:

Builds Protective Factor(s): _____

Completed In Progress Revised

Update(s):

New Goal(s), if applicable:

1. Goal:

Builds Protective Factor(s): _____

2. Goal:

Builds Protective Factor(s): _____

*Please attach additional sheets as may be needed and corresponding Linkages Log

Date of next Progress Review: _____

Participant/Family Signature

Date

Case Navigator/Agency Staff Signature

Date

Case Closure or Transition Summary

Participant Name:	Case Closure Date:
Case #:	Staff Name:

Reason for Closure/Transfer

- Participant completed goals
- Participant transferred to another program
- Participant no-contact/dropped out
- Participant refused services
- Other _____

ISP Goals:

1. _____ Completed Partially Completed Not Completed
2. _____ Completed Partially Completed Not Completed
3. _____ Completed Partially Completed Not Completed
4. _____ Completed Partially Completed Not Completed
5. _____ Completed Partially Completed Not Completed

Transfer Plan:

Agency	Program	Contact Name	Phone Number	Date Transfer Confirmed

Aftercare Referral:

Agency	Program	Contact Name	Phone Number	Date Transfer Confirmed

Exit Summary:

Case Navigator/Staff Name & Signature

Date

PREVENTION & AFTERCARE

Multi-Level Case Management Comparison Chart

	Description	Length of Service	Forms/ Documentation Required	Minimum Staff Level Requirements
Level 1: Information & Referral	Providing families with referrals to services, activities, resources, and/or supports and following-up to ensure families connection	Generally up to a month	Name, address, phone #, & email, if applicable, for family & completed Referral Log. Optional Needs Assessment.	Certification in the Standards of Quality for Family Strengthening and Support. Minimum, bi-weekly supervision.
Level 2: Case Navigation w/Linkages	All of the above for Level 1, including Linkage Services , which are efforts made to connect families to services, activities, resources, and/or support	Generally up to three (3) months, but may be longer	Complete participant intake, Needs Assessment, Referral Log, & Progress Notes	Certification in the Standards of Quality for Family Strengthening and Support. Minimum, bi-weekly supervision.
Level 3: Enhanced Supportive Services/ Case Management with In-Home Services, if needed	All of the above for Level 2, including In-home services as needed or requested	Generally three (3) months or more	Complete participant intake, Needs Assessment, Individualized Service Plan (ISP), Referral Log, Progress Notes, Progress Reviews, & Exit or Transition Summary	Certification in the Standards of Quality for Family Strengthening and Support. Minimum, bi-weekly supervision. Clinical supervision recommended.

PREVENTION & AFTERCARE
COUNTY DIRECTED DISCRETIONARY FUNDS/ACTIVITIES REQUEST
(JANUARY 1, 20XX TO DECEMBER 31, 20XX)

SPA: _____

Initial Plan: _____ Date: _____

Lead Agency: _____

Revised Plan: _____ Date: _____

Total Annual Budgeted DF Amount: \$ _____

Please attach Line Item Budget.

Please complete the DCFS COUNTY Discretionary Directed Funds Work Plan and Budget Narrative _____

Discretionary Funds Workflow, Roles & Responsibilities

- DCFS RA and/or Designee identify client and/or staff need(s) particular to their office. These needs may be identified anecdotally from CSWs, trends that are emerging, via data or observed gaps in trainings or resources. DCFS and P&A Contractor then together come up with options to meet those needs, utilizing the agency's experience and expertise in the community, and together agree on the program proposal.
- The Contractor submits the written proposal to the RA/Designee at the Regional Office for RA signature (optional).
- The Contractor submits it to RA/Designee for formal approval by inputting the CDDF online and uploading a scanned copy on the P&A Web Portal no later than November 30, 20XX.
- The RA/Designee can Approve, Deny or Request Additional Information. Once approved the proposal is automatically submitted to P&A Program Manager for approval via the system.
- The P&A Program Manager can Approve, Deny or Request Additional Information.
- DCFS RA/Designee and Contractor are expected to collaborate throughout the proposal process.

PREVENTION & AFTERCARE
COUNTY DIRECTED DISCRETIONARY FUNDS/ACTIVITES REQUEST
(JANUARY 1, 20XX TO DECEMBER 31, 20XX)

Please complete the Prevention & Aftercare COUNTY Directed Discretionary Funds Work Plan and Budget Narrative (Technical Exhibit 9).

1. Do the activities included in this plan impact (check all that apply):

- a) Prevention
- b) Aftercare
- c) Family Reunification [including Court-ordered FR and Voluntary Family Reunification]

2. Are the activities included in this plan (check all that apply):

- a) Evidenced based practices (provide supporting documentation or links, if available)
- b) Svcs/Programs/Activities of which contractor has had prior experience and deems effective
- c) Expansion of existing activities/svcs/ and/or programs

3. Programmatic Goals and Outcomes (check all that apply):

- a) Reduce Social Isolation
- b) Increase Economic Opportunities
- c) Increase Access to Resources

4. Identify the Protective Factor(s) to be measured as Outcomes in this plan:

- a) Parental Resilience
- b) Social Connections
- c) Knowledge of Parenting and Child Development
- d) Concrete Support / Family Economic Opportunities
- e) Children's Social and Emotional Competence
- f) Economic Opportunity and Stability
- g) Social and Emotional Competence of Adults

5. Does this plan include (check all that apply):

- a) Time Limited Activities/Services
- b) Ongoing Activities/Services
- c) Single Occurrence Activities
- d) Family Visitation Activities

6. Identify indicators that will be impacted by the planned activities, including items a) or b), as well as at least two additional markers for success (outcomes).

- a) DCFS Entry Rates
- b) DCFS Re-entry Rates
- c) Timelines to Reunification
- d) Increased Protective Factors
- e) Decreased Risk Factors
- f) Other: _____

PREVENTION & AFTERCARE
COUNTY DIRECTED DISCRETIONARY FUNDS/ACTIVITIES REQUEST
(JANUARY 1, 20XX TO DECEMBER 31, 20XX)

7. Program Specific Costs and Estimated Number of Participants Served:

[Include projected amounts and estimated number of participants/families to be served]

8. Outcome Data or Instrument

Attach proposed evaluation instrument (e.g., Pre-Post Test) and describe frequency of planned data collection and reporting to DCFS.

COUNTY DIRECTED FUNDS

Signatures

Regional Administrator _____ Date _____

Agency Executive Director (or Authorized Signer) _____ Date _____

DCFS Program Signatures

Program Monitor _____	Date _____	Pre-Approved
	Date _____	Resubmit for clarification/resubmission
	Date _____	Denied
Program Manager _____	Date _____	Approved
	Date _____	Resubmit for clarification/resubmission
	Date _____	Denied

PREVENTION & AFTERCARE
COUNTY DIRECTED DISCRETIONARY FUNDS WORK PLAN/BUDGET NARRATIVE
(JANUARY 1, 20XX TO DECEMBER 31, 20XX)

Lead Agency: _____ **Budget:** _____

Supporting Agency: _____

(8a) Attach narrative [1 to 5 pages] with a detailed description of responses to Questions 1-8, including any supporting information, research, and/or documents and their relationship to decreasing child maltreatment, and entry or re-entry into foster care; and increasing self-sufficiency and child and family well-being.

Feel free to add more pages, if needed.

I. Program Name and Description	<i>Please provide Program Name and Description here</i>
(1) Level of Prevention: Prevention, Aftercare, or Family Reunification	
(2) Validity: Evidence Based*, Prior Experience, Expansion of Existing, or Promising Approach	
(3) Program Goal: Reduce Social Isolation, Increase Economic Effectiveness, Increase Access to Resources	
(4) Protective Factors being impacted	
(5) Time-Limited, Ongoing or Single Occurrence	
(6) Indicator: DCFS Entry Rates, DCFS Re-entry, Reunification Timeline, Increase Protective Factors	
(7) Projected Budget Amount (detailed)	
(8) Outcome Data or Instrument	

II. Program Name and Description	<i>Please provide Program Name and Description here</i>
(1) Level of Prevention: Prevention, Aftercare, or Family Reunification	
(2) Validity: Evidence Based, Prior Experience, Expansion of Existing, or Promising Approach	
(3) Program Goal: Reduce Social Isolation, Increase Economic Effectiveness, Increase Access to Resources	
(4) Protective Factors being impacted	
(5) Time-Limited, Ongoing or Single Occurrence	
(6) Indicator: DCFS Entry Rates, DCFS Re-entry, Reunification Timeline, Increase Protective Factors	
(7) Projected Budget Amount (detailed)	
(8) Outcome Data or Instrument	

III. Program Name and Description	<i>Please provide Program Name and Description here</i>
(1) Level of Prevention: Prevention, Aftercare, or Family Reunification	
(2) Validity: Evidence Based, Prior Experience, Expansion of Existing, or Promising Approach	
(3) Program Goal: Reduce Social Isolation, Increase Economic Effectiveness, Increase Access to Resources	
(4) Protective Factors being impacted	

(5) Time-Limited, Ongoing or Single Occurrence	
(6) Indicator: DCFS Entry Rates, DCFS Re-entry, Reunification Timeline, Increase Protective Factors	
(7) Projected Budget Amount (detailed)	
(8) Outcome Data or Instrument	

IV. Program Name and Description	<i>Please provide Program Name and Description</i>
(1) Level of Prevention: Prevention, Aftercare, or Family Reunification	
(2) Validity: Evidence Based, Prior Experience, Expansion of Existing, or Promising Approach	
(3) Program Goal: Reduce Social Isolation, Increase Economic Effectiveness, Increase Access to Resources	
(4) Protective Factors being impacted	
(5) Time-Limited, Ongoing or Single Occurrence	
(6) Indicator: DCFS Entry Rates, DCFS Re-entry, Reunification Timeline, Increase Protective Factors	
(7) Projected Budget Amount (detailed)	
(8) Outcome Data or Instrument	

V. Program Name and Description	<i>Please provide Program Name and Description</i>
(1) Level of Prevention: Prevention, Aftercare, or Family Reunification	
(2) Validity: Evidence Based, Prior Experience, Expansion of Existing, or Promising Approach	
(3) Program Goal: Reduce Social Isolation, Increase Economic Effectiveness, Increase Access to Resources	
(4) Protective Factors being impacted	
(5) Time-Limited, Ongoing or Single Occurrence	
(6) Indicator: DCFS Entry Rates, DCFS Re-entry, Reunification Timeline, Increase Protective Factors	
(7) Projected Budget Amount (detailed)	
(8) Outcome Data or Instrument	

Other:

PREVENTION & AFTERCARE SERVICES

EMERGENCY BASIC SUPPORT SERVICES REQUEST FORM

SECTION 1: AGENCY INFORMATION

AGENCY:	DATE:
CASE NAVIGATOR:	TELEPHONE:

SECTION 2: FAMILY INFORMATION

PRIMARY CAREGIVER:	DATE:
AGENCY/STATE NO:	

PARTICIPANT NEEDS STATEMENT

(Why are you making this request? What are the current family circumstances?)

OTHER NO COST/LOW COST RESOURCES EXPLORED

CASE MANAGER'S NEEDS ASSESSMENT STATEMENT

Include the following information: How many home visits have you made? Why does this family need assistance? What has been the family's progress? Efforts to obtain assistance through other means?

Request Status:

EMERGENCY <input type="checkbox"/>	PRIORITY <input type="checkbox"/>	OTHER <input type="checkbox"/> _____
------------------------------------	-----------------------------------	--------------------------------------

SECTION 3: BUDGET

COMPLETE FAMILY BUDGET WORKSHEET (attach to EBSS request form)

REQUIRED SUPPORTING DOCUMENTATION (attach to EBSS request form)

DESCRIBE ITEM REQUESTED:		
COST OF ITEM:	PARTICIPANT CONTRIBUTION:	TOTAL REQUEST AMOUNT:
VENDOR NAME:(Check payable to)		
VENDOR ADDRESS:		
CHECK AMOUNT:		

SECTION 5: APPROVAL

REQUEST APPROVED <input type="checkbox"/>	AMOUNT APPROVED \$	REQUEST DENIED <input type="checkbox"/>	<i>Reason:</i>
--	-----------------------	--	----------------

Item(s) requested will aid in the prevention of child abuse and/or neglect and facilitate family self sufficiency. The participant cannot afford to purchase and/or otherwise obtain the requested item(s) and all other resources have been explored/or exhausted. Attached you will find the completed Family Budget Work Sheet, supporting documents, and any necessary price quotes. **NOTE FOR PARTICIPANT: Please be aware that completion of the Emergency Basic Support Request Form does not guarantee approval.** Final determination will be based on need, availability of funding and qualification of request.

Participant Signature Date

Case Navigator Signature Date

Program Manager Signature Date

FAMILY BUDGET WORKSHEET

THIS WORKSHEET IS FOR FUNDING REQUEST ONLY AND SHOULD REFLECT INFORMATION FROM THE MONTH PRIOR TO THE EBSS REQUEST

Participant Name: _____
Agency/State No. _____

Case Navigator _____
Date Prepared _____

INCOME:

Employment _____
Food Stamps _____
AFDC _____
Social Security _____
Child Support _____
SSI _____
Other (specify) _____

TOTAL _____

EXPENSES:

Rent/Mortgage _____
Food _____
Electricity _____
Gas _____
Water _____
Telephone _____
Laundry _____
Household Items _____
Personal Items _____
Recreation _____
Medical _____
Education _____
Child Care _____
Credit Cards _____
Transportation _____
Other (specify) _____

TOTAL _____

INCOME + _____

EXPENSES - _____

BALANCE = _____

REQUIRED SUPPORTING DOCUMENTATION

SUPPORTING DOCUMENTS SHOULD BE REFLECTIVE OF THE MONTH PRIOR TO THE EBSS REQUEST

- RENTAL AGREEMENT
- STATEMENT FROM LANDLORD
- RENT RECEIPTS (MONTH PRIOR TO THE REQUEST)
- CURRENT ELECTRICITY BILL
- CURRENT GAS BILL
- CURRENT TELEPHONE BILL
- INCOME VERIFICATION
- PRICE QUOTES
- OTHER (SPECIFY) _____

P & A Monthly Reimbursement Invoice

Agency Name:
 Address:
 Contact:
 Tel #:
 Email:

Invoice #:
 Invoice Date:
 Billing Month:
 Contract Period

Cost Category	Annual Budget (a)	Current Monthly Expenditures (b)	Prior YTD Expenditures (c)	Available Balance (d=a-c)
A. DIRECT COSTS:				
1. Salaries & Wages				
Case Navigators				
Other Staff				
2. Employee Benefits				
Case Navigators				
Other Staff				
B. NON PERSONNEL COSTS:				
4. Staff Mileage				
5. Facility Costs				
6. Supplies* (please list)				
a.				
b.				
7. Equipment				
8. Sub-Contractors* (please list)				
Subcontractor Name				
Subcontractor Name				
9. Emergency Basic Support Services				
10. Other Direct Costs* (please list)				
e.g. Staff Development				
C. COUNTY DD FUNDS* (please list)				
CDDF item 1				
CDDF item 2				
D. INDIRECT COSTS				
E. DEDUCTIONS/FEES				
F. TOTAL:				

Requested Reimbursement Amount:

** Insert additional rows as needed.*

Certification of Agency Representative

I certify, under penalty of perjury, that this invoice is true in all respects.

Name: (Print Name & Title)

For COUNTY DCFS Program Manager Only

Reviewer:

Date:

Approving CPM:

Date:

P&A Monthly Summary Report

Technical Exhibit 13

Report Month/Year:
 Agency Name:
 Agency Address:

Completed by:
 Phone:
 Email:

Number of New Participants Enrolled						
		DCFS Referred/Involved		Community		Total New Participants
		Hotline/ER/FM VFM/FR	Aftercare	Referred/Walk-In	Aftercare	
Families						
Adults						
Children						

Number of Participants Continuing from Prior Report Month						
		DCFS Referred/Involved		Community		Total Continuing Participants
		Hotline/ER/FM VFM/FR	Aftercare	Referred/Walk-In	Aftercare	
Families						
Adults						
Children						

Total Number of Unduplicated Participants YTD						
		DCFS Referred/Involved		Community		Total YTD Participants
		Hotline/ER/FM VFM/FR	Aftercare	Referred/Walk-In	Aftercare	
Families						
Adults						
Children						

DCFS Referrals		
	Number of DCFS Referrals Received in Report Month	Number of DCFS-Referred Declined Services
Families		
Adults		
Children		

Comments:

P&A
Linkages to Resources/Services

	In-Network Linkages						
	DCFS-Referred/Involved				Community		
	Families	Adults	Children		Families	Adults	Children
Child Care							
Concrete Supports							
Counseling/MH Services							
Education							
Employment							
Health Services							
Housing							
Legal Services							
Other County Dept							
Parenting							
Substance Use/DV							
Tutoring/Mentoring							
Other							

	Out-of-Network Linkages						
	DCFS-Referred/Involved				Community		
	Families	Adults	Children		Families	Adults	Children
Child Care							
Concrete Supports							
Counseling/MH Services							
Education							
Employment							
Health Services							
Housing							
Legal Services							
Other County Dept							
Parenting							
Substance Use/DV							
Tutoring/Mentoring							
Other							

Note: The tables above may contain duplicated numbers for families, adults, and children. Please indicate all linkages provided to participants.

**DIFFERENTIAL RESPONSE PATH 1
MULTI-DISCIPLINARY TEAM DESIGNEE (PRIMARY)**

AGENCY:_____ hereby designates the following person as a member of the Los Angeles County Multidisciplinary Team for the provision of Differential Response Path 1 services.

MDT DESIGNEE NAME:
MDT DESIGNEE TITLE:
TELEPHONE NUMBER:
EMAIL ADDRESS:

The above MDT Agency certifies that it has provided training to the above designated person as required by the Prevention and Aftercare Services Scope of Work.

Agency Representative Signature

Date

Agency Representative Printed Name

I hereby certify that I have received the training referred to above and will adhere to the Differential Response guidelines established by the Los Angeles County Department of Children and Family Services.

MDT Designee Signature

Date

MDT Designee Printed Name

**DIFFERENTIAL RESPONSE PATH 1
MULTI-DISCIPLINARY TEAM DESIGNEE (SECONDARY)**

AGENCY: _____

_____ hereby designates the following person as a member of
(Agency Name)
the Los Angeles County Multidisciplinary Team for the provision of Differential Response
Path 1 services.

MDT DESIGNEE NAME:
MDT DESIGNEE TITLE:
TELEPHONE NUMBER:
EMAIL ADDRESS:

The above MDT Agency certifies that it has provided training to the above designated person as required by the Prevention and Aftercare Services Scope of Work.

Agency Representative Signature

Date

Agency Representative Printed Name

I hereby certify that I have received the training referred to above and will adhere to the Differential Response guidelines established by the Los Angeles County Department of Children and Family Services.

MDT Designee Signature

Date

MDT Designee Printed Name

Examples of Evaluated Out Allegations

These allegations, **in and of themselves**, do not meet the criteria for an in person response from DCFS.

- Mutual Affray - Fight between children, in which no unreasonable force was used, no injury was sustained and parent/caregiver(s) has taken appropriate action.
- Out of Home Abuse - Abuse by persons not living in the child's home and parents have taken appropriate action to protect child.
- Pregnancy – The pregnancy of a youth over fourteen (14) years old, in and of itself, with no other information provided.
- Voluntary, non-exploitive sex between teenagers under the age of eighteen (18), not more than two years apart in age, and neither teenager is under the age of fourteen (14).
- Head lice with no related concerns and parent/guardian has taken appropriate action.
- Disabled Parent – A parent's disability (such as blindness or deafness) doesn't prevent the parent from providing appropriate supervision and care of the child.
- Children living with caretakers who are not their parents.
- An out-of-control, non-disabled teenager, or criminal/delinquent activity by a child who is not being exploited by an adult.
- Unsupervised teenagers disturbing the neighborhood.
- Latchkey children (i.e. children left unattended for 3 hours or less before or after school, who are 12 years of age or over and there is no report that the child(ren) are developmentally delayed, physically handicapped or has any special needs or medical needs. Additionally, there is no report that there is a chronic lack of supervision, drug or alcohol abuse, engaging in risky behavior or exhibiting destructive behavior.

DEAF AND HARD OF HEARING REQUEST FOR SERVICES FORM

Contract: Prevention and Aftercare Services CAPIT

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

Participant Name	Proposed Vendor/Payee	Proposed Service/Reason for Request	Proposed Amount

Agency Representative Name (Print)

Signature

Date

Exec. Director / Project Manager (Print)

Signature

Date

APPROVAL:

DCFS Program Administration
Name and Title (Print)

Signature

Date

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

Contract: Prevention and Aftercare Services CAPIT

Agency Name
Agency Address

Date of Claim
Claim Period

Date	Participant Name	Participant ID Number	Vendor/Payee	Check Number	Amount	
				TOTAL		

Original Receipts / Invoices are attached. Please mail check. Please call when check is available so we can pick it up.

Cashier's Name (Print)

Signature

Date

Exec. Director / Project Manager (Print)

Signature

Date

APPROVAL:

DCFS Program Administration
Name and Title (Print)

Signature

Date

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.



Outstationed P&A Case Navigator Schedule

Agency: _____

Agency Contact Person: _____

Contact Person's email and phone: _____

Case Navigator	Email	DCFS Office	Outstationed Days/Hours

Submit the log monthly unless there are no changes from the prior month.

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 Proposer'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 Agency Licenses, Certifications, and Permits
- 29 Certification Compliance With Fair Chance Employment Hiring Practices
- 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 submit proposal by Tuesday, May 14, 2019, at 12:00 P.M., DST.
- 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 three (3) years' experience, within the last five (5) years providing social services to families or coordinating social services among other community providers equivalent or similar to the services listed in Appendix B - SOW.
- Yes** **No** Minimum Requirements to Qualify to Provide Prevention and Aftercare to American Indian and Native Alaskan:
Proposer must have a minimum of three (3) years' experience during the last five (5) years in providing social services to families or coordinating social services among other community providers, equivalent or similar to the services listed in Appendix B (Statement of Work) for Prevention and Aftercare, for the American Indian and Native Alaskan communities within Los Angeles County
- Yes** **No** Minimum Requirements to Qualify to Provide Prevention and Aftercare to Asian Pacific Islander:
Proposer must have a minimum of three (3) years' experience during the last five (5) years in providing social services to families or coordinating social services among other community providers, equivalent or similar to the services listed in Appendix B (Statement of Work) for Prevention and Aftercare, for the Asian Pacific Islander communities within Los Angeles County.
- Yes** **No** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

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 # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
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 # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
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 # ()	Email Address
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
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 Prevention and Aftercare:		

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 Prevention and Aftercare		

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 PREVENTION AND
AFTERCARE.

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): Email Address (E):	Other Agency's*
			P: () E:	
			P: () E:	
			P: () E:	
			P: () E:	

*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): Email Address (E):
			P: () E:
			P: () E:
			P: () E:
			P: () E:
			P: () E:
			P: () E:

(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 PREVENTION AND AFTERCARE**

REQUIRED FORMS - EXHIBIT 29

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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 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
Prevention and Aftercare (RFP #19-0008)
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 Prevention and Aftercare (P&A) and any other costs necessary to perform all tasks outlined in the P&A RFP, Sample Contract, Statement of Work, Performance Requirements Summary, Exhibits and Attachments.

The Prevention and Aftercare funding allocations per SPA are as follows:

SPA	Maximum Annual Funding Per SPA
1	\$866,269
2	\$1,489,972
3	\$1,490,151
4	\$659,127
5	\$530,900
6	\$1,883,144
7	\$1,241,345
8	\$1,294,191
9	\$632,000
10	\$530,900
Total	\$10,618,000

Proposers shall demonstrate how they arrived at the final proposed annual cost to be submitted on page two of Required Forms-Exhibit 31, by providing a line item budget and budget narrative (Required Exhibits 33 and 34). Proposals may be disqualified if costs do not add up, or if there is a discrepancy between the line item budget and budget narrative. *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 5.5.16.*

**REQUIRED FORMS - EXHIBIT 31
Prevention and Aftercare (RFP #19-0008)
PRICE SHEET**

Service Planning Area (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. Please refer to the RFP Appendix F for a SPA map.

The undersigned offers to furnish all personnel, labor and materials necessary for P&A. Said work shall be done for the period prescribed and the manner set forth in the P&A 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 #19-0008.

I declare that all computations used to arrive at the cost for P&A 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 numbers of persons 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 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. All numbers must add up and be reflected in the budget narrative.

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.

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

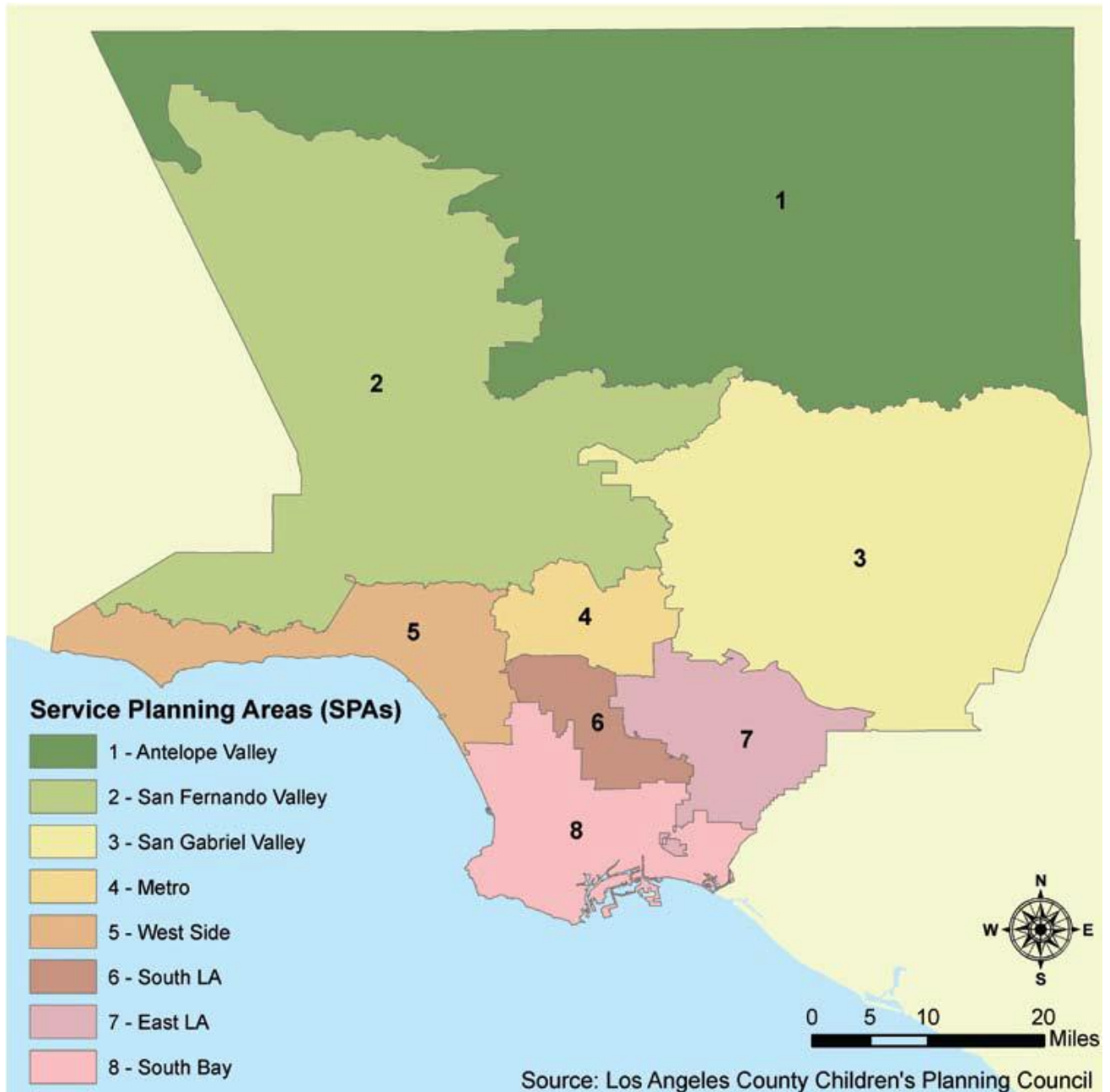
Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

County of Los Angeles Service Planning Areas (SPAs)



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.

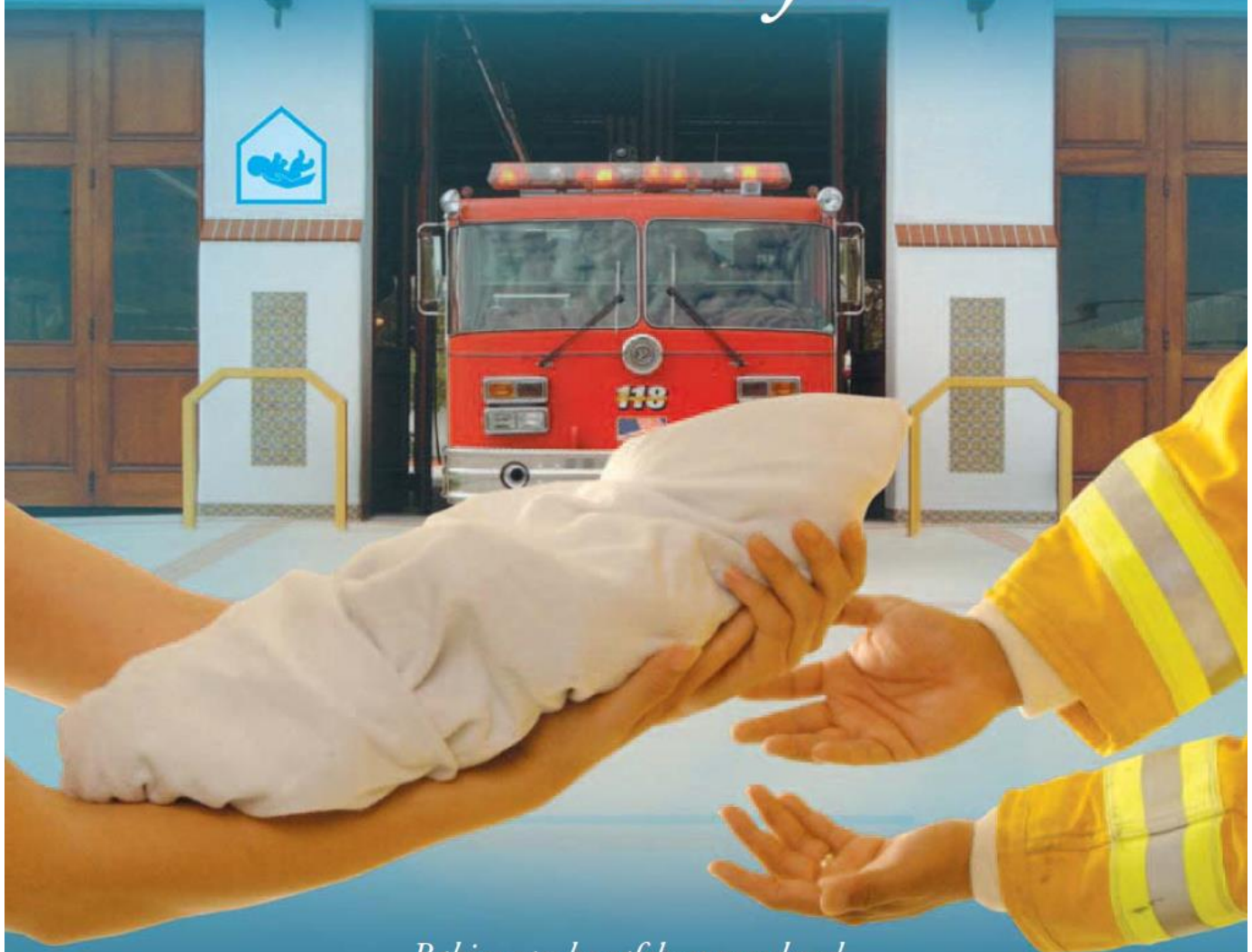
How Will My Employees Know If They Can Claim the EIC?

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.

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.

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?

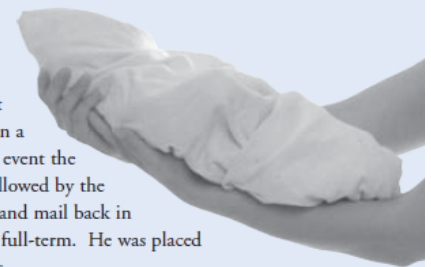
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

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.



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?

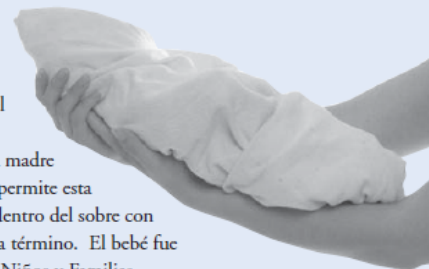
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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.

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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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- (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.)