



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

REQUEST FOR PROPOSALS (RFP) # 20-0043

FOR

PARTNERSHIPS FOR FAMILIES

**Prepared by:
County of Los Angeles**

February 9, 2021

TABLE OF CONTENTS

1	INTRODUCTION	1
2	PURPOSE-AGREEMENT FOR PARTNERSHIPS FOR FAMILIES.....	1
2.1	Statement of Work.....	1
2.2	Sample Agreement: County Terms and Conditions	1
3	PROPOSER’S MINIMUM QUALIFICATIONS	3
4	COUNTY’S RIGHTS AND RESPONSIBILITIES	4
4.1	Representations Made Prior to Contract Execution	4
4.2	Final Contract Award by the Board of Supervisors	4
4.3	County’s Option to Reject Proposals.....	4
4.4	County’s Right to Amend Request for Proposals	5
4.5	Background and Security Investigations	5
4.6	County’s Quality Assurance Plan	5
5	PROPOSER’S REQUIREMENTS AND CERTIFICATIONS.....	6
5.1	Notice to Proposers Concerning the Public Records Act	6
5.2	Contact with County Personnel	7
5.3	Mandatory Requirement to Register on County’s WebVen.....	8
5.4	Protest Policy Review Process.....	8
5.5	Injury and Illness Prevention Program	9
5.6	Confidentiality and Independent Contractor Status.....	9
5.7	Conflict of Interest.....	9
5.8	Determination of Proposer Responsibility	9
5.9	Proposer Debarment	10
5.10	Adherence to County’s Child Support Compliance Program.....	12
5.11	Gratuities	12
5.12	Notice to Proposers Regarding the County Lobbyist Ordinance	13
5.13	Federal Earned Income Credit	14
5.14	Consideration of GAIN/GROW Participants for Employment.....	14
5.15	Recycled Bond Paper.....	14
5.16	Safely Surrendered Baby Law.....	14
5.17	Jury Service Program.....	15
5.18	Intentionally Omitted.....	16
5.19	Notification to County of Pending Acquisitions/Mergers by Proposing Company	16

TABLE OF CONTENTS

5.20	Proposer’s Charitable Contributions Compliance	17
5.21	Defaulted Property Tax Reduction Program.....	18
5.22	Time Off for Voting	18
5.23	Proposer’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking	19
5.24	Intentionally Omitted.....	19
5.25	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	19
5.26	Proposer’s Acknowledgement of County’s Commitment with Fair Chance Employment Hiring Practices	20
5.27	Prohibition from Participation in Future Solicitation(s)	20
6	COUNTY’S PREFERENCE PROGRAMS.....	20
6.1	Overview of County’s Preference Programs	20
6.2	Local Small Business Enterprise (LSBE) Preference Program	21
6.3	Local Small Business Enterprise (LSBE) Prompt Payment Program.....	22
6.4	Social Enterprise (SE) Preference Program.....	22
6.5	Disabled Veteran Business Enterprise (DVBE) Preference Program	22
7	PROPOSAL SUBMISSION REQUIREMENTS.....	23
7.1	Proposal Submission Information.....	23
7.2	Truth and Accuracy of Representations	23
7.3	RFP Timetable.....	24
7.4	Solicitation Requirements Review	24
7.5	Proposers’ Questions	25
7.6	Intentionally Omitted.....	25
7.7	Proposers’ Conference.....	25
7.8	Preparation of the Proposal.....	26
7.9	Business Proposal Format	26
7.10	Cost Proposal Format.....	37
7.11	Firm Offer-Withdrawal of Proposal	38
7.12	Proposal Submission.....	38
8	SELECTION PROCESS AND EVALUATION CRITERIA.....	39
8.1	Selection Process.....	39
8.2	Adherence to Minimum Requirements (Pass-Fail).....	40
8.3	Disqualification Review	40
8.4	Business Proposal Evaluation and Criteria (80%).....	41

TABLE OF CONTENTS

8.5	Cost Proposal Evaluation Criteria (20%).....	42
8.6	Intentionally Omitted.....	44
8.7	Department's Proposed Contractor Selection Review	44
8.8	County Independent Review Process	46

TABLE OF CONTENTS

APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the contractor.
- B Statement of Work Exhibits:** Attachments which accompany the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the contract.
- 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 County of Los Angeles Policy on Doing Business with Small Business:** County Policy
- 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 Intentionally Omitted**
- L Intentionally Omitted**
- M Intentionally Omitted**
- N 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)
- O Defaulted Property Tax Reduction Program:** County Code

1 INTRODUCTION

- 1.1** The Los Angeles County Department of Children and Family Services is issuing this Request for Proposals (RFP) to solicit proposals for contracts with organizations that can provide Partnerships for Families services. A total of ten (10) contracts will be awarded. One (1) contract will be awarded for each Service Planning Area (SPA), and two (2) countywide contracts will be awarded to serve the Asian Pacific Islander (API) and the American Indian and Native Alaskan (AI/NA) communities within Los Angeles County.
- 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 PARTNERSHIPS FOR FAMILIES

2.1 Statement of Work

- 2.1.1** Partnerships for Families' goals are to prevent child abuse and neglect with short-term, family centered interventions designed to diminish factors known to be associated with child abuse and neglect. In collaborating with community partners, stakeholders and other community based organizations.
- 2.1.2** Contractor shall be expected to implement the requirements outlined in Appendix A (Statement of Work) of this RFP.

2.2 Sample Contract: County Terms and Conditions

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

2.2.2 Anticipated Contract Term

The initial contract term is anticipated to be for a period of one (1) year. The contract is anticipated to commence on January 1, 2023 following Board of Supervisors’ award. There is an option to extend for four (4) additional one-year periods, from January 1, 2024 through December 31, 2027. Once approval is obtained from the Board of Supervisors, the DCFS Director or his/her designee, has the authority to execute the optional extension periods.

2.2.3 Contract Rates

The contractor’s annual allocation shall remain firm and fixed for the term of the contract.

The Maximum Annual Contract Amount of these contracts will be \$10,600,000, financed with 100 percent 2011 State Realignment funds. One (1) contract will be awarded for each Service Planning Area (SPA), and two (2) countywide contracts will be awarded to serve the Asian Pacific Islander (API) and the American Indian and Native Alaskan (AI/NA) communities within Los Angeles County.

The Partnerships for Families annual funding allocations per SPA are as follows:

SPA	PFF Funding Allocations per SPA
1	\$ 684,208.27
2	\$ 1,651,548.42
3	\$ 1,802,061.07
4	\$ 638,686.87
5	\$ 479,265.89
6	\$ 1,774,115.06
7	\$ 1,296,869.10
8	\$ 1,473,245.32
Countywide API	\$ 400,000.00
Countywide AI/NA	\$ 400,000.00
TOTAL	\$ 10,600,000.00

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

2.2.4 Days of Operation

The contractor shall be required to provide Partnerships for Families services Monday - Friday and a minimum of four (4) hours on either Saturday or Sunday in the service area they are contracted to serve. Contractor shall adhere to the following hours of operation: Monday through Friday from 8:00 a.m. to 5:00 p.m. and non-traditional hours

Monday through Friday from 5:00 p.m. to 8:00 p.m. and Saturdays or Sundays from 9:00 a.m. to 1:00 p.m. The contractor is not required to provide services on County-recognized holidays. The County's Program Manager will provide a list of the County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

2.2.5 Indemnification and Insurance

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

3 PROPOSER'S MINIMUM QUALIFICATIONS

- 3.1** Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A (Statement of Work) are invited to submit a proposal(s), provided they meet the following mandatory requirements:
- 3.2** Proposer must submit their Proposal(s) for Partnerships for Families by 12:00 PM, PDST, Thursday, May 13, 2021.
- 3.3** Proposer must have, or be willing to establish, an administrative business office located within or adjacent to the County of Los Angeles. The address of proposer's administrative business office must be included in the Proposal;
- 3.4** Proposer must demonstrate a minimum of five (5) years within the last seven (7) years administering Federal, State, County or City contracts;
- 3.5** Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or a public entity and be tax exempt under 501 (c)(3) of the Internal Revenue Code;
- 3.6** Proposer must have a minimum of five (5) years' experience within the last seven (7) years, providing social services to families or coordinating social services among other community providers similar to the services listed in Appendix A, Statement of Work for Partnerships for Families; and
- 3.7** 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 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 County.

- 3.8** Minimum Qualifications to Provide Partnerships for Families services to American Indian and Native Alaskan, in addition to subsections 3.1 through 3.4:

Proposer must have a minimum of five (5) years of experience during the last seven (7) years in providing social services to families or coordinating social services among other community providers, equivalent or similar to the services listed in Appendix A (Statement of Work) for Partnerships for Families, for the American Indian and Native Alaskan communities within Los Angeles County.

- 3.9** Minimum Qualifications to Provide Partnerships for Families services to Asian Pacific Islander, in addition to subsections 3.1 through 3.4:

Proposer must have a minimum of five (5) years of experience during the last seven (7) years in providing social services to families or coordinating social services among other community providers, equivalent or similar to the services listed in Appendix A (Statement of Work) for Partnerships for Families, 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. 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.

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 A (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: Joan Arcilla, Contract Analyst
E-mail: ArcilJ@dcfs.lacounty.gov
Fax: (213) 637-2554

If it is discovered that proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

Proposers are encouraged to monitor the DCFS website at:

<http://contracts.dcfs.lacounty.gov/>

and/or:

The Los Angeles County website at:

<https://camisvr.co.la.ca.us/LACoBids/BidLookUp/OpenBidList>

for additional information throughout the open period of this solicitation. Prospective proposers assume all risks relying on information retrieved from unaffiliated (not posted by the County of Los Angeles) third-party websites as the information may be incomplete or inaccurate.

5.3 Mandatory Requirement to Register on County's WebVen

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

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

5.4 Protest Policy Review Process

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

5.4.3 Grounds for Review

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

- 5.4.3.1 Review of Solicitation Requirements (reference Paragraph 7.4, Solicitation Requirements Review)
- 5.4.3.2 Review of Disqualified Proposal (reference Paragraph 8.3, Disqualification Review)
- 5.4.3.3 Review of Proposed Contractor Selection (reference Paragraph 8.7, Department's Proposed Contractor Selection Review)

5.5 Injury and Illness Prevention Program

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

5.6 Confidentiality and Independent Contractor Status

5.6.1 As appropriate, contractor shall be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent Contractor Status), contained in Appendix C (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 or 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.
 - 3) 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.
- 5.9.5 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.

- 5.9.6 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.
- 5.9.7 These terms shall also apply to proposed subcontractors of proposers on County contracts.
- 5.9.8 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 Paragraph 8.39 (Recycled Bond Paper) of Appendix C (Sample Contract).

5.16 Safely Surrendered Baby Law

5.16.1. The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

5.17 Jury Service Program

5.17.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G (Jury Service Ordinance) and Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix C (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 N (Background and Resources: California Charities Regulation). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 11 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 11 (Charitable Contributions Certification) is a required part of any agreement with the County.
- 5.20.3 In Exhibit 11 (Charitable Contributions Certification), prospective contractors certify either that:
- 5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
- OR -
- 5.20.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 5.20.4 Prospective County contractors that do not complete Exhibit 11 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from

contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.21 Defaulted Property Tax Reduction Program

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

5.25 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.25.1 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).

5.25.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request 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.

5.25.3 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.

5.25.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the

contracting department(s), shall decide whether to approve exemption requests.

5.26 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, 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 (Section 12952).

Contractors are required to complete Exhibit 29 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

5.27 Prohibition from Participation in Future Solicitation(s)

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

- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) 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 LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Consideration, in Appendix D – Required Forms, and submit a letter of certification from the DCBA with their proposal.

6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.4 Social Enterprise (SE) Preference Program

6.4.1 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.

6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 6.4.1.

6.4.3 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 Consideration, in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.

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

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
 - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.
- 6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.
- 6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

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 DCFS 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

7.3.1 The timetable for this RFP is as follows:

- Release of RFP 02/09/2021
- Request for a Solicitation Requirements Review Due 02/26/2021
- Written Questions Due 03/10/2021
- Proposers' Conference 03/10/2021
- Questions and Answers Released on or about 04/02/2021
- **Proposals due by 12:00 P.M. PDST** 05/13/2021

7.4 Solicitation Requirements Review

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

1. The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request 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 10, 2021 at 5:00 PM PST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

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

Questions should be addressed to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Joan Arcilla, Contract Analyst
E-mail: ArcilJ@dcs.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:

Wednesday, March 10, 2021

2:00 P.M.

WEBEX MEETING INFORMATION

Please ensure you check the DCFS website at <http://contracts.dcfs.lacounty.gov/> for Event Invitation Link all conference participants must register prior to the event.

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 SPA the proposer plans to provide Partnerships for Families services.

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 "Partnerships for Families, RFP No. 20-0043," the name of the organization, and Service Planning Area where the proposer plans to provide Partnerships for Families services.

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

7.8.1.5 A PDF copy of both the Business Proposal and the Cost Proposal 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 of narrative, 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 Qualification 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 format 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 Understanding (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 Control 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
- 7.9.1.10 Transmittal Letter

7.9.2 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.

7.9.3 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The proposer must submit the following documentation with the proposal:

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

7.9.4 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 Table of Contents

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

7.9.6 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.

7.9.7 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:

7.9.7.1 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. Proposers should describe their history of providing case management, monitoring, crisis intervention, linkage and advocacy; concrete supports for basic needs, psychotherapy, health parenting and/or education programs or resources; structured parent-child and/or family centered activities; domestic violence; mental health or substance abuse related needs; access to early child care and education; and capacity building;
2. Proposers should describe their history of serving the different target populations of at-risk pregnant women and fathers; DCFS referred families with a closed high moderate to very high risk, inconclusive or substantiated referral; and Alternative Response clients;
3. Proposers should describe their experience with using a strength-based approach, such as use of the Protective Factors Framework, and incorporating it into their service delivery model.

7.9.7.2 Proposer's References (Section B.2)

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title, phone

number, and email address for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contractors) in Appendix D (Required Forms).

1. The County will email an electronic survey to all references listed in Exhibit 2, Prospective Contractor References, within 5-10 business days after the proposal submission deadline. Three (3) attempts will be made to reach a prospective reference during business hours of Monday through Friday, from 8:00 am to 5:00 pm.
 - a) The first attempt will be an email with a link to the electronic survey with a due date for a response.
 - b) The second attempt will be a second email reminding the reference contact to access the survey link sent previously.
 - c) The third and final attempt will be a phone call to the reference contact letting them know that they have received two emails with a link to respond to the survey link, with a follow-up email from the caller.
2. 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.
3. 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.

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

Provide copies of the company's most current and prior three (3) fiscal years (for example 2018, 2019 and 2020) 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.

7.9.7.4 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.

7.9.8 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.

Proposals responding to this RFP must address ALL of its outlined required elements and include the following:

- 7.9.8.1 Proposer should describe how they will assess and strengthen the family's Protective Factors;
- 7.9.8.2 Proposer should describe how they will address issues related to disproportionality within the target population to be served with open DCFS referrals;
- 7.9.8.3 Proposer should describe and clearly specify a plan regarding the case management approach, including proposer's plan on how general counseling, PFF service planning, crisis intervention, linkage services and advocacy services will be provided;
- 7.9.8.4 Proposer should describe their plan to deliver psychotherapy services, including appropriate staff requirements;
- 7.9.8.5 Proposer should demonstrate approach to providing health, parenting, and/or other education programs or resources and structured parent-child and/or family-centered activities;
- 7.9.8.6 Proposer should demonstrate their plan to identify special family needs such as domestic violence, mental health and substance abuse issues and to collaborate with appropriate resource agencies;
- 7.9.8.7 Proposer should demonstrate how they will incorporate into their service delivery plan Evidence Based Practices (EBPs) that are rated as well supported, supported or promising in the California Evidence Based Clearinghouse for Child Welfare/and or Title IV-E Evidence Based Clearinghouse;
- 7.9.8.8 Proposer should describe their plan to providing Early Care and Education (ECE) and their plan to collaborate with ECE programs and providers.

7.9.9 Proposer's Quality Control Plan (Section D)

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

Proposals responding to this RFP, must address ALL of its outlined required elements, which must also include how the Proposer will:

7.9.9.1 Proposer should describe how they will address the issue of self-monitoring to ensure that the required services are provided, documented, and adapted as needed;

7.9.9.2 Proposer should describe how their Quality Assurance Plan incorporates corrective actions to address the following (1) the time a problem was first identified; (2) a clear description of the problem; (3) the time elapsed between identifying the problem; (4) completing action to correct the problem; and (5) the ability to provide the County with its status upon request;

7.9.9.3 Proposer should describe their protocol to ensure uninterrupted services to DCFS in the event of a work stoppage, pandemic, or emergent staffing shortage due to illness, vacation and absences.

7.9.10 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Section 21.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

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

7.9.11.1 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.

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

For each exception, the proposer shall provide:

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

7.9.11.3 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.

7.9.12 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 |
| Exhibit 2 | Prospective Contractor References |
| Exhibit 3 | Prospective Contractor List of Contractors |

- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference 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 Zero Tolerance Policy on Human Trafficking Certification
- 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 Compliance with Fair Chance Employment Hiring Practices Certification

Exhibit 30 Transitional Job Opportunities Preference Application

Cost Proposal Required Forms:

Exhibit 31 Price Sheet

Exhibit 32 Certification of Independent Price Determination and Acknowledgment of RFP Restrictions

Exhibit 33 Sample Line Item Budget for Partnerships for Families

Exhibit 34 Budget Narrative

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

7.9.13 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 _____

7.9.14 Transmittal Letter

The Transmittal Letter shall not exceed four (4) pages, which are allowable beyond the thirty-five (35) page limit. The Transmittal Letter shall be on the Proposer's letterhead stationery. Proposer created forms, diagrams, and other relevant attachments are allowable beyond the thirty-five (35) page limit, and may be attached at the end of each of the four (4) narratives. The Transmittal Letter should only be included once prior to Section A of the Business Proposal. The Transmittal Letter shall include: (1) Proposer's legal business name and legal business status (i.e., partnership, corporation, etc.); (2) address, telephone, and facsimile numbers of the person(s) to be used for contact; (3) the names and original signatures of the persons identified on the agency's Board Resolution as authorized to sign on behalf of Proposer and to bind the agency in a Contract; (4) the number of years in business under the present name; (5) experience in serving the target population described in Appendix A, Statement of Work; (6) the number of years of experience the Proposer has had in providing the required services identified in Appendix A, 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 shall be addressed to:

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

7.10 Cost Proposal Format

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

7.10.1.4 Exhibit 33 (Sample Line Item Budget for Partnerships for Families) in Appendix D (Required Forms)

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

Instructions for completing Exhibits 31, 33, and 34 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 PFF. Said work shall be done for the period prescribed and the manner set forth in the PFF Statement of Work.
- 3) Proposed total annual cost shall be inclusive of Direct and Indirect cost of providing services.
- 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 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, the Service Planning Area (SPA) where the proposer plans to provide Partnerships for Families services, and bear the words:

"BUSINESS PROPOSAL FOR PARTNERSHIPS FOR FAMILIES"

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, the Service Planning Area (SPA) where the proposer plans to provide Partnerships for Families services, and bear the words:

"COST PROPOSAL FOR PARTNERSHIPS FOR FAMILIES"

The proposal(s) shall be delivered or mailed to:

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

It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 7.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Note: In case the building is still close to the public due to the pandemic by May 13, 2021, instructions will be provided for delivery of proposals in the lower level parking lot of the building. Please check the DCFS website for such instructions at <http://contracts.dcfs.lacounty.gov/>.

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

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

8.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on Thursday, May 13, 2021 at 12:00 PM PDST. 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. PDST on May 13, 2021.

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 County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

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 request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

2. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

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

8.4 Business Proposal Evaluation and Criteria (80%)

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

8.4.2 Proposer's Qualifications (20%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Paragraph 7.9.7.1 (Proposer's Background and Experience (Section B.1)) of the proposal.

Proposer will be evaluated on the verification of references provided in Paragraph 7.9.7.2 (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 (proposer is allowed to provide no more than one DCFS reference out of the total of five required reference contacts). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to evaluate the proposer's financial capability as provided in Paragraph 7.9.7.3 (Proposer's Financial Capability (Section B.3)) of the proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Paragraph 7.9.7.4 (Proposer's Pending Litigation and Judgment (Section B.4)) of the proposal.

8.4.3 Proposer's Approach to Providing Required Services (48%)

The proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Paragraph 7.9.8 (Proposer's Approach to Provide Required Services (Section C)) of the proposal.

8.4.4 Quality Control Plan (12%)

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system based on the information provided in Paragraph 7.9.9 (Proposer's Quality Control 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 C (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit A (Statement of Work), as stated in Paragraph 7.9.11 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)) of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.5 Cost Proposal Evaluation Criteria (20%)

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. The 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 additional funding added for 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

The cost evaluation method will award the highest possible number of points to the proposal(s) that proposes to provide services to the greatest number of new families per year above the minimum per SPA as indicated in the Price Sheet Required Exhibit 31. All other proposals will receive points in this category proportional to the highest number of families proposed within the SPA.

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

8.5.1.1.1 One Price Sheet must be submitted for each SPA for which services are being proposed.

8.5.1.1.2 Proposed number of families shall be inclusive of Direct and Indirect cost of providing service(s).

8.5.1.1.3 Funding amounts are provided in Exhibit 31 for each one of the SPAs, proposer's line item budget cannot exceed the funding amounts.

8.5.1.1.4 The minimum number of families to be served, as listed on Appendix D, Exhibit 31, shall be the floor for proposers to propose their total number of families to be served for one (1) year.

The maximum number of possible points will be awarded to the highest number of families proposed. All other proposals within each SPA will be compared to the highest number of families proposed and points awarded accordingly.

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.

8.5.1.2 The number of points assigned to the evaluation of the cost proposal will be determined based on the total proposed number of families 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 Paragraph 8.7.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

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

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

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. 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.
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 8.8, County Independent Review Process) below.

8.8 County Independent Review Process

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

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

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A

STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Community-Based Support Division (CBSD)

STATEMENT OF WORK
(RFP #20-0043)

PARTNERSHIPS FOR FAMILIES (PFF)

COUNTY OF LOS ANGELES
 DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PARTNERSHIPS FOR FAMILIES (PFF)
 STATEMENT OF WORK
 (RFP # 20-0043)

TABLE OF CONTENTS

Section Number and Title	Page
SECTION A - PREAMBLE	1
SECTION B – PROJECT FOUNDATION	1
1.0 Purpose	1
2.0 Target Populations.....	3
SECTION C – SERVICE DESCRIPTION	3
3.0 Scope of Work	3
4.0 Referrals	4
5.0 Case Management Services	6
6.0 Psychotherapy Services	11
7.0 Health, Parenting, and/or Other Education Programs or Resources.....	12
8.0 Structured Parent-Child and/or Family-Centered Activities	12
9.0 Intensive Services for Special Family Needs: Domestic Violence, Mental Health and Substance Abuse	13
10.0 Early Care and Education (ECE)	13
11.0 Capacity Building	14
12.0 Wait List	16
13.0 Reports and Record Keeping	17
14.0 Meetings.....	18
15.0 Case Records	18
16.0 Transfer of Records	19
17.0 Semi-Annual and Annual Reports	19
18.0 Staffing	19
19.0 Staff Training, Records and Reporting.....	21
20.0 Hours of Operation.....	23
21.0 Green Initiatives.....	23
22.0 Quality Assurance Plan	23
23.0 Quality Assurance Monitoring.....	25
24.0 Performance Outcome Summary.....	26
SECTION D – PERFORMANCE OUTCOME MEASURES	27
List of Technical Exhibits	29

**STATEMENT OF WORK
PARTNERSHIPS FOR FAMILIES (PFF)**

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

The Community-Based Support Division (CBSD)/Family Centered Services (FCS) delivery model provides a comprehensive integrated continuum of strength based, family centered and community oriented resources directed to vulnerable children and families in Los Angeles County, designed to prevent and treat the negative impact of child maltreatment.

Partnerships for Families (PFF) consists of interventions designed to (1) prevent child maltreatment and increase child safety within the home, (2) facilitate the preservation of families at moderate to very high risk of child abuse and neglect, (3) develop and strengthen the community safety net, and (4) develop and strengthen parental protective factors.

1.1 The Five 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 diminish. Please see Strengthening Families Protective Factors Framework, Technical Exhibit 19, as shown 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 (2) 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 and 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.

Development of each client family's Protective Factors should achieve the following objectives:

- Prevention of maltreatment;
- Prevention of child abuse and neglect in families at risk by providing supportive family services;
- Increased child safety within the family home; and
- Prevent further involvement with the public child welfare system.

2.0 TARGET POPULATIONS

Partnerships for Families (PFF) targets the following demographic:

- 2.1 DCFS referred moderate to very high risk families with a child age five or younger, and having an inconclusive or substantiated closed referrals. Upon request of the County Program Manager (CPM), PFF agencies shall accept all DCFS referred families, regardless of risk or age of children, with inconclusive or substantiated closed referrals.
- 2.2 Community referred fathers and pregnant women and up to twelve (12) months post-partum who have risk factors for child maltreatment; and additionally with CPM approval, up to two years postpartum.

These risk factors include:

- 2.2.1 Young Age (i.e., teen mothers and fathers);
- 2.2.2 Domestic violence related issues;
- 2.2.3 Substance abuse related issues; and
- 2.2.4 Mental health related issues.

SECTION C – SERVICE DESCRIPTION

3.0 SCOPE OF WORK

- 3.1 PFF services are short-term, family centered interventions designed to diminish factors known to be associated with child abuse and neglect. Collaboration with community partners, including stakeholders and other community based organizations, is a critical component of PFF that facilitates service provision that effectively meets the needs of children and families in Los Angeles County.
- 3.2 The success of PFF Services can be determined by the enhancement of the Protective Factors and/or subsequent family involvement with DCFS during and/or after service provision, as well as the level of said involvement with DCFS. This data is gathered by the County through the Child Welfare Services Case Management System (CWS/CMS) and through a COUNTY approved tool, such as the Protective Factors Survey.
- 3.3 CONTRACTOR shall provide the services and supports delineated in the scope of work to treat the consequences of child maltreatment; to promote and enhance the Protective Factors and prevent subsequent referrals generated by the Child Protection Hotline, substantiated allegations of child abuse and/or neglect, newly opened child welfare cases, child removals and placement in out-of-home care among PFF clients.
- 3.4 CONTRACTOR shall have a physical location in the service area they are contracted to serve within 30 days from the contract start date.

3.5 CONTRACTOR shall coordinate and collaborate with other DCFS CONTRACTORS to facilitate successful client navigation across the service delivery continuum.

3.6 The CONTRACTOR is expected to be committed to deliver services to families in a way that aligns with the Department's Core Practice Model. According to DCFS Shared Core Practice Model, Technical Exhibit 6, "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." Effective teaming continues the process of engaging. Coordination of the activities of everyone involved is essential and is most effective and efficient when it occurs in regular face-to-face meetings of the family team.

3.6.1 Partnerships for Families services are provided for six (6) to twelve (12) months and include the following components:

- Case Management Services including Linkage Services;
- Concrete Services for Basic Family Needs;
- Psychotherapy Services;
- Health, Parenting, and/or Education Programs or Resources;
- Structured Parent-Child and/or Family Centered Activities;
- Intensive Services for families with Domestic Violence, Mental Health, Substance Abuse Related Needs; and,
- Early Care and Education.

3.6.1.1 CPM has the discretion to extend PFF services beyond twelve months under extraordinary circumstances and on a case by case basis. CONTRACTOR shall not extend PFF services beyond twelve months without written approval from CPM.

3.6.2 Capacity Building: a maximum of ten percent (10%) of the total contract award shall be utilized for Capacity Building. Every effort should be made to build both internal (agency) and external (community) capacity.

3.7 CONTRACTOR shall provide Evidence Based Practices (EBPs) that are rated as well supported, supported, or promising in the California Evidence Based Clearinghouse for Child Welfare and/or the Title IV-E Evidence Based Clearinghouse. CONTRACTOR shall obtain COUNTY approval for any EBP used for Partnerships for Families contracted services prior to implementation.

4.0 REFERRALS

4.1 CONTRACTOR shall be available to receive Partnerships For Families Referral Services Intake Form, Technical Exhibit 3, via the DCFS approved referral transmission mode (Family Centered Services portal, fax, telephone or email). CONTRACTOR's receipt of DCFS designated referral forms shall constitute an official referral of the case to the CONTRACTOR for PFF services. The CONTRACTOR's proof of receipt for the referral shall be the time of the FCS

email alert, timestamp of the data system or the fax stamp, or the Monthly Referral Log, Technical Exhibit 4. Contact may be made with the CONTRACTOR by telephone prior to the referral being sent via fax or data system.

- 4.2** CONTRACTOR shall maintain a log of referrals received via data system, fax or telephone, and shall attach the Monthly Referral Log, to a Monthly Progress Report, as described in Section 12.0 – Reports and Record Keeping, of this SOW.
- 4.3** CONTRACTOR shall receive automatic notification of the referral via FCS. CONTRACTOR shall notify the COUNTY designee within one business day if unable to access the PFF referral.
- 4.4** CONTRACTOR shall ensure that the Case Manager/Home Visitor makes contact with the family within five business days following the receipt of the referral. This includes a minimum of three telephone and text/email attempts, and at least one face-to-face home visit attempt. If contact is unsuccessful, CONTRACTOR shall contact the COUNTY designee within two business days. CONTRACTOR shall leave an Attempted Contact Letter, Technical Exhibit 7, at the residence when the attempted face-to-face is made. Attempted contacts and visits shall be documented on the FCS system. The Attempted Contact Form, Technical Exhibit 8, shall be kept in the case record. The Attempted Contact Form shall be made available to the COUNTY designee upon request.
- 4.5** CONTRACTOR shall terminate the PFF referral within four business days after the attempted face-to-face visit, if a response has not been received by the family. CONTRACTOR may request approval from CPM to keep a referral open beyond the prescribed timelines on a case-by-case basis. DCFS reserves the right to make the final decision regarding closing the referral.
- 4.6** Once initial contact is made and a family accepts services, CONTRACTOR has five business days to meet face-to-face with the family, depending on family's schedule. Best efforts shall be made to meet at a time and location that is convenient to the family.
- 4.7** Within one business day after the initial home visit, CONTRACTOR shall inform the COUNTY designee if: 1) the family refused services; and/or 2) the Case Manager/Home Visitor believes the family is inappropriate for services.
 - 4.7.1** If after assessing the family, CONTRACTOR regards them as inappropriate for PFF Services, CONTRACTOR shall notify the Children's Social Worker (CSW) and Community-Based Liaison (CBL). If CSW is not available, CONTRACTOR shall contact the Supervising Children's Social Worker (SCSW) and/or the Assistant Regional Administrator (ARA). When a CSW and CONTRACTOR do not agree regarding the appropriateness of the family for PFF Services, CONTRACTOR shall utilize and confer with the DCFS Regional Office chain of command, including the County Regional Administrator, ARA, SCSW and DCFS Contract Program Manager (CPM).

- 4.8 CONTRACTOR shall document services and attempts to provide services in the case records and electronic data system (FCS), within five (5) business days of attempted or successful contact.
- 4.9 CONTRACTOR shall terminate any referral in which all family members have more than two consecutive or three total unexcused absences from case management sessions. An absence is considered unexcused when the CONTRACTOR had a scheduled visit with the family and one or more of the scheduled family members were not present at that scheduled meeting. CONTRACTOR may request approval from CPM to keep a referral open beyond the prescribed timelines on a case-by-case basis.
- 4.10 CONTRACTOR shall document all efforts to visit the family, including documentation of attempted visits to the family's home on the Attempted Contact Form, Technical Exhibit 8, and the FCS system. CONTRACTOR shall also document subsequent telephone calls with the family and case carrying CSW, and document these efforts in the case record(s). CONTRACTOR shall leave an Attempted Contact Letter, Technical Exhibit 7, at the residence.

5.0 CASE MANAGEMENT SERVICES

- 5.1 CONTRACTOR shall provide home-based case management services. Subcontracting of case management services is permissible. Home-based services are in line with Core Practice Model value of family-centered practice.
- 5.2 CONTRACTOR shall ensure professional level staff (Case Manager/Home Visitor) provides case management services.
- 5.3 CONTRACTOR shall ensure professional level staff maintain a maximum monthly caseload of 12-16 families per Case Manager/Home Visitor unless prior approval is received from the CPM.
- 5.4 CONTRACTOR shall provide at minimum, three hours of case management visits during the first two (2) months of service. The three hours shall be completed through a minimum of three (3) or more visits each month. Thereafter, upon consultation with the CONTRACTOR's Clinical Director/Supervisor, visits can be reduced to a minimum of two (2) hours each month, completed through no less than two visits each month for each family receiving PFF services. These sessions shall take place primarily in the home, but may take place at the agency or any other location preferred by the family and agreeable to the Case Manager/Home Visitor. Case management sessions shall include face-to-face meetings between the Case Manager/Home Visitor and all participants in PFF services, to include the focus child(ren), with an effort to create a trust-based working relationship with the family. Timely engagement of families is fundamental and consistent with DCFS Shared Core Practice Model, Technical Exhibit 6.

5.5 Case management sessions shall include the following services and activities:

- General Counseling Services, as described within this SOW;
- PFF Service Planning, as described within this SOW;
- Ongoing assessment of client progress toward service plan goals and adapting of service plan as needed;
- Crisis Intervention, as necessary;
- Systems Navigation/Linkage Services; and
- Advocacy.

5.6 Case Management: General Counseling Services

5.6.1 General counseling services are not psychotherapeutic services. General counseling services include face-to-face interventions designed to:

- Help identify and assist in solving family problems;
- Identify substance abuse issues and refer for treatment;
- Identify and refer to treatment for mental health, domestic violence and/or anger management related issues; and
- Help identify personal, vocational and educational goals.
- Assess and assist in building protective capacities.
- Core Practice Model activities of engaging, teaming, assessing and planning are requirements of General Counseling Services.

5.7 Case Management: PFF Service Planning

5.7.1 CONTRACTOR shall, at the time of initial contact with the family, begin completing a needs assessment, to be adapted as necessary throughout the life of the case. Service Planning shall include Core Practice Model activities of assessment, planning, tracking and adapting. Service Planning shall assess for and develop a plan to address any needs within the Protective Factors of parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, social and emotional competence of children, as well as the two additional protective factors used in Los Angeles County, social and emotional competence of adults and economic development.

5.7.1.1 CONTRACTOR shall ask families to complete a COUNTY approved Protective Factors Survey (PFS) or other COUNTY approved assessment tool once families have received a minimum of six (6) to twelve hours of home visitation services and/or prior to starting home visitation services, at three-month intervals until a family's case closes, and shall administer a post survey at the time of case closure. CONTRACTOR shall provide data on results of the surveys and shall enter Protective Factors Survey (PFS) data into a survey link provided by the COUNTY.

- 5.7.2 CONTRACTOR shall utilize the needs assessment tool approved by DCFS for use in the PFF program. Timelines for completion of the assessment shall be consistent with intended use of the tool. CONTRACTOR may incur some cost for use of the standardized tool selected by DCFS and shall be provided with training on the use of tool at the time of implementation.
- 5.7.3 Within 45 calendar days of the first face-to-face contact with the family, CONTRACTOR shall, in collaboration with the family, develop the PFF service plan which shall: 1) determine which family members are to receive services; 2) assess the functional strengths of the family; 3) outline the services, intervention, and/or items to be provided; 4) identify short and long-term goals that will assist in meeting identified goals; and 5) decide who will provide the services. Subsequent changes to the PFF service plan shall be agreed upon by the client and the provider.
- 5.7.4 Best efforts shall be made to empower families in the creation of their service plan. Families should be given voice and choice in as much of the service planning as possible.
- 5.7.5 CONTRACTOR shall review information contained in the DCFS referral to develop a PFF service plan for DCFS referred clients.
- 5.7.6 CONTRACTOR shall ensure that parent(s)/caregiver(s), child(ren) age 12 and older (if receiving PFF services), Case Manager/Home Visitor, and Clinical Director/Supervisor sign and date the PFF Service Plan Addendum, Technical Exhibit 9, and all subsequent changes made to the PFF Service Plan agreement.

5.8 Case Management: Crisis Intervention

Within 30 days of contract start date, CONTRACTOR shall provide a crisis intervention plan for approval by CPM. The crisis intervention plan shall include: training requirements and a 24-hour availability of professional level staff on an as-needed basis. Training requirements shall include, but not be limited to: segments on evaluating and understanding levels of crisis; identifying and working with suicidal and homicidal clients, including awareness and development of natural support systems and as-needed Psychiatric Mobile Response Team (PMRT) resource; client and staff safety standards and procedures; field handouts with emergency contact information and protocols for emergent situations; and a crisis calling tree (a clearly prioritized phone list of staff to contact during emergent situations) for back-up field supervision.

5.9 Case Management: Linkage Services

- 5.9.1 CONTRACTOR shall, when unable to provide services to meet a family's needs, as assessed with the needs assessment tool, link families with services identified to meet said needs.

- 5.9.2 CONTRACTOR shall ensure that clients are linked with service providers that are culturally competent to meet the needs of marginalized and underserved communities. CONTRACTOR shall ensure services are easily accessible to clients via public or private transportation and with hours of operation which offer availability to meet clients' diverse needs, including evening and weekend hours (as specified in the Contract Section Unique Terms and Conditions, Subsection 9.14).
- 5.9.3 CONTRACTOR shall demonstrate best efforts toward Eliminating Racial Disproportionality and Disparity (ERDD) and using the Core Practice Model standard of cultural humility by viewing the family through their cultural lens and ensuring equitable practices are provided. CONTRACTOR shall also engage stakeholders and community to address the needs of children and families.
- 5.9.4 CONTRACTOR's services shall be responsive to client's culture and communication style. Cases for technical review will be selected by DCFS to be representative of the population served, using random selection to the extent possible. The Program Monitor may include interviews with the subcontractor, regional staff, and families.
- 5.9.5 CONTRACTOR shall provide follow-up services to ensure that all families referred to a linkage service receive the necessary service and/or resource within five (5) business days of the referral date. In the event that the client has been placed on a wait list with the only available resource, CONTRACTOR shall document the circumstances in the Case Notes, Technical Exhibit 5.
- 5.9.6 CONTRACTOR shall document all linkage referrals on the Linkages Log, Technical Exhibit 11. Please refer to Linkage Services, Technical Exhibit 18, for a list of linkage services for PFF.
- 5.10** CONTRACTOR shall inform the CPM, as soon as information becomes available, either by telephone, electronically or in-person, of any serious PFF child or family incident or fatality for all families receiving PFF services. CONTRACTOR shall deliver to the CPM copies of all PFF related records within 24 hours.
- 5.11** Concrete Support Services
- 5.11.1 CONTRACTOR shall provide Concrete Support Services for basic family needs such as food, adequate housing, transportation, clothing, and medical care, as identified in the family's needs assessment. This service category aligns with the Protective Factors' goal of maintaining stable family homes to assist with ensuring a safe and healthy environment for raising children.
- 5.11.2 A maximum of ten percent (10%) of the total contract award shall be used to assist families with Concrete Support Services. CONTRACTOR

shall be reimbursed for allowable Concrete Support Services for basic needs listed below. CONTRACTOR shall not utilize Concrete Support Services for any supports not listed without prior COUNTY Program Manager approval. Allowable support may include:

- Clothing, utilities, food, furniture, household items, or school items;
- Transportation services, i.e., TAP Cards/bus passes;
- Minor home, car, appliance repair and gasoline;
- Housing assistance shall be limited to a maximum of two (2) months. CONTRACTOR may request approval from CPM to provide additional housing assistance.

5.11.3 CONTRACTOR shall provide assistance with obtaining concrete supports only if aid is unavailable through any other means to the family. Efforts to obtain assistance through other means shall be documented on the Concrete Support Services Request Form, Technical Exhibit 13.

5.11.4 These services shall prevent/reduce the risk of family disruption and shall be directly related to the PFF service plan goals.

5.11.5 Concrete support shall not exceed one thousand dollars (\$1,000) per family, per 12 months of service. CPM has the discretion to approve Concrete Support in excess of \$1,000 per family, per 12 months of service under extraordinary circumstances and on a case-by-case basis. CONTRACTOR shall not provide Concrete Support in excess of \$1,000 per family, per 12 months of service without written approval from CPM.

5.11.6 Concrete Support Services shall not be the sole service provided to the family.

5.11.7 CONTRACTOR shall document in the case record and on the Concrete Support Services Request Form, Technical Exhibit 13, the following:

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

5.11.8 CONTRACTOR shall make completed Concrete Support Services Request Forms, Technical Exhibit 13, available to CPM upon request.

5.11.9 CONTRACTOR shall, on a monthly basis, submit all completed Concrete Support Services Request Forms, Technical Exhibit 13, for items purchased, with a copy of all receipts attached. CONTRACTOR shall provide all original receipts upon request.

5.11.10 CONTRACTOR shall document all concrete support services provided on the Concrete Support Services Monthly Log, Technical Exhibit 13, and include said log in the monthly invoice.

5.11.11 Direct distribution of PFF monies to families by CONTRACTOR is prohibited.

6.0 PSYCHOTHERAPY SERVICES

6.1 CONTRACTOR shall fund psychotherapy services for PFF clients. Psychotherapy services may be subcontracted.

6.2 When unable to provide directly, CONTRACTOR shall ensure the provision of psychotherapy services, as indicated by the needs assessment, through subcontracting and/or linkage services.

6.3 Psychotherapy is a distinct service to address clients' underlying needs which are identified after thoughtful assessment and meaningful engagement with clients. Psychotherapy services shall be provided to individuals or families via face-to-face meetings and/or interventions by a therapist, as identified in the needs assessment and to:

- Address mental health issues;
- Help raise self-awareness;
- Help to solve problems;
- Assist in the development of insight;
- Help address unresolved trauma; and
- Increase parental resilience and emotional health.

6.4 Psychotherapy services may be provided in the home or any other location preferred by the family and agreeable to the therapist. Psychotherapy services must be provided in an appropriate environment that is safe and conducive to the therapeutic process.

6.5 Psychotherapy services must be provided by therapists that meet one of the following requirements:

6.5.1 Currently licensed as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or Licensed Clinical Psychologist, recognized by the California Board of Behavioral Science Examiners.

6.5.2 Possess a Master's Degree in social work, psychology, marriage and family counseling or a closely related field and currently registered with the Board of Behavioral Sciences for licensure as an LMFT, LCSW or equivalent license and supervised by a LCSW, LMFT or Licensed Clinical Psychologist.

6.6 CONTRACTOR shall ensure that non-licensed therapists receive clinical supervision by a licensed therapist/psychologist at a minimum of once per week.

7.0 HEALTH, PARENTING, AND/OR OTHER EDUCATION PROGRAMS OR RESOURCES

7.1 CONTRACTOR shall ensure the provision of health, parenting and/or other education programs or resources through direct provision, subcontracting and/or linkage services. These services are provided by paraprofessional level staff or higher to assist families in attaining and maintaining optimal functioning and family health. CONTRACTOR shall ensure provision of health, parenting and/or other education programs or resources to clients as identified by the needs assessment.

Provision of these services correlates with Protective Factors goals of increasing parental resilience, and improving knowledge of parenting and child development in order to improve family functioning and decrease the likelihood of child abuse and neglect.

The health, parenting and/or other education programs or resources shall be provided to assist in the improvement of:

7.1.1 Parenting skills;

7.1.2 Problem solving and communication skills;

7.1.3 Coping with stress;

7.1.4 Financial literacy; and

7.1.5 Household management and budgeting.

7.2 CONTRACTOR shall link children from birth to age five (5) to resources to encourage routine well child exams in accordance with the Child Health & Disability Prevention (CHDP) periodicity schedule. Technical Exhibit 14, Periodicity Schedule for Health Assessment Requirements by Age Groups, shall be used for reference.

7.3 CONTRACTOR shall link PFF clients who are pregnant to resources to increase access to prenatal care.

8.0 STRUCTURED PARENT-CHILD AND/OR FAMILY-CENTERED ACTIVITIES

8.1 CONTRACTOR shall ensure the provision of structured parent-child and/or family centered activities through direct provision, subcontracting and/or linkage services.

8.2 These services are provided by Case Aide level staff or higher to improve parent-child and/or family relationships. These activities may include recreational and social activities such as field trips, holiday gatherings, and:

- 8.2.1 Teach families to spend quality time together;
- 8.2.2 Facilitate positive parent-child and family interaction;
- 8.2.3 Increase parenting knowledge through information and experience sharing; and
- 8.2.4 Facilitate positive interaction with the community. These structured activities align with the Core Practice Model concept of Intervening: the implementation of planned activities and practices that decrease risk, provide for safety, heal trauma, enhance normative behaviors, and promote permanence, well-being and self-sufficiency. Additionally, the activities align with the Protective Factors goals of improving the social and emotional competency of children and knowledge of child development.

9.0 INTENSIVE SERVICES FOR SPECIAL FAMILY NEEDS: DOMESTIC VIOLENCE, MENTAL HEALTH AND SUBSTANCE ABUSE

- 9.1 CONTRACTOR shall ensure that services are provided to identify and treat unique family needs pertaining to domestic violence, mental health and substance abuse related issues, as identified in the PFF Service Plan. These services align with the Core Practice Model activities of Assessing, Planning, Tracking and the Protective Factors goals of enhancing parental resilience, and strengthening social connections.
- 9.2 CONTRACTOR shall, at a minimum, collaborate with and include resources from the following types of agencies:
 - Department of Public Health Substance Abuse Prevention and Control (SAPC) approved vendors for alcohol and substance abuse assessment/treatment;
 - Mental health providers (especially those certified to bill Medi-Cal);
 - Child and family therapists; and
 - Domestic violence providers and shelters.

10.0 EARLY CARE AND EDUCATION (ECE)

- 10.1 Access to quality child care and early education programs, such as Head Start, strengthen protective factors to facilitate child safety and well-being by 1) allowing parents to pursue employment and education, with the goal of improving family circumstances and ultimately reducing economic stress; 2) helping children develop socially and emotionally; and 3) positively impacting the way that parents and their children interact.
- 10.2 CONTRACTOR shall link families to safe, affordable and high quality early care and education through direct provision of and/or partnerships with ECE providers to meet the needs of the most vulnerable of the PFF population. CONTRACTOR's ECE community partner(s), subcontractor(s) and/or linkage resource is subject to CPM approval. These services align with the goals of Eliminating Racial Disparity

and Disproportionality as these services target the most vulnerable of the PFF population.

10.2.1 CONTRACTOR shall document in the case record and Linkages Log, Exhibit 11, all efforts to link families to safe, affordable and high quality early care and education.

10.3 CONTRACTOR shall link pre-school aged children to accessible early education program(s).

10.4 CONTRACTOR shall collaborate with early care and education programs that can:

- Facilitate friendships and mutual support;
- Strengthen parenting;
- Respond to family crisis;
- Link families to services and opportunities;
- Value and support parents;
- Facilitate children's social and emotional development;
- Observe and respond to early warning signs of child abuse and neglect; and
- Align with the Protective Factors goals of increasing parental resilience, and social and emotional competence of children, which are embedded throughout the core services of ECE.

11.0 CAPACITY BUILDING

11.1 CONTRACTOR shall utilize a maximum of ten percent (10%) of the total contract award for Capacity Building activities. Every effort shall be made to arrange for both internal and external capacity building activities. Any unused funds shall be utilized for the provision of direct services.

11.1.1 Total internal and external capacity building expenditures shall not to exceed \$50,000 per contract term without prior CPM approval.

11.1.2 External capacity building shall constitute a minimum of 2/3 or sixty-six and seven percent (66.7%) of the total capacity building expenditures each contract term.

11.2 CONTRACTOR shall maintain documentation to support all capacity building activities. All capacity building activities shall be documented on the Capacity Building Activities form, Technical Exhibit 12, which includes a description of proposed capacity building activities, including associated costs. The Capacity Building Activities form shall be submitted for approval to the County Program Manager at least two weeks prior to the activity. The form and any additional supporting documentation shall be made available to CPM upon request.

11.3 Internal (Agency) Capacity Building

11.3.1 CONTRACTOR shall engage in *internal* capacity building efforts to

increase the capacity to recruit and retain at-risk families, and achieve positive child and family outcomes.

11.3.2 CONTRACTOR shall, at a minimum of once quarterly, engage in internal capacity building activities that may include one of the following:

- Creation of opportunities for on-going staff development to enhance skill and knowledge in the prevention and treatment of child abuse and neglect;
- Increasing information sharing and cross training related to child maltreatment prevention;
- Improving administrative systems that impact client outcomes;
- Increasing knowledge of evidence-based practice designed to prevent and treat child abuse and neglect;
- Improving practices related to internal data collection and utilization;
- Increasing knowledge and practices related to eliminating Racial Disparity and Disproportionality;
- Ensuring all staff and volunteers have training on best practices related to Eliminating Racial Disparity and Disproportionality including cultural humility and implicit bias; and
- Ensuring all staff and volunteers have training on best practices related to LGBTQ+ equitable services.

11.4 External (Community) Capacity Building

11.4.1 CONTRACTOR shall participate in *external* capacity building, and advocacy efforts to engage informal family supports and community members in the prevention of child maltreatment.

11.4.2 CONTRACTOR shall at a minimum of three times annually engage in one or more of the following external capacity building activities:

- Provide ongoing opportunities for positive connections between families, social service providers, and communities;
- Develop and employ positive messaging and outreach techniques that result in increased utilization of prevention programs and services;
- Develop and employ strategies that build supportive leadership and a shared commitment to improve policies and practices related to the prevention of child abuse and neglect; and
- Engage local families in community-based problem solving.

The Protective Factors goals of increasing social connections, knowledge of parenting and child development can be enhanced through community capacity building.

11.4.3 CONTRACTOR may collaborate with other CONTRACTORS or community partners in external capacity building activities.

11.4.4 CONTRACTOR shall engage in monthly external capacity building

activities if CONTRACTOR's overall Case Manager/Home Visitor caseloads are below eighty percent (80%) capacity for two subsequent months. These activities shall be designed to increase utilization of the program's prevention services. These monthly external capacity building activities are in addition to the three annual required activities in 11.4.2.

11.4.4.1 Monthly activities shall continue until a minimum of ninety percent (90%) of caseload capacity is reached.

11.4.4.2 If the CONTRACTOR remains below eighty (80%) capacity for four or more months, CONTRACTOR shall engage in a minimum of two monthly external capacity building activities.

11.4.4.3 CONTRACTOR shall provide monthly reports on external capacity building activities by the 15th of the following month to the COUNTY Program Manager until ninety percent (90%) of caseload capacity is reached.

11.4.4.4 CONTRACTOR shall include attempts to utilize strategies different from the required three annual activities in 11.4.2 and which are designed to directly outreach to families.

11.4.5 CONTRACTOR shall maintain documentation to support its capacity building efforts. This documentation shall be made available to the CPM upon demand.

11.4.6 CONTRACTOR shall note on conference, training, and promotional materials advertising external capacity building activities, such as bulletins, brochures, and social media announcements, that these activities were funded by Los Angeles County DCFS.

12.0 WAIT LIST

12.1 In the event that the CONTRACTOR is at capacity for home visitation 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 available activities, resources, and supports such as parenting or other classes, etc. until a Case Manager/Home Visitor becomes available to service the family.

12.1.1 If there is a wait list of more than three (3) families, the CONTRACTOR shall inform the COUNTY immediately. If there is a wait list of more than five (5) families, the CONTRACTOR shall develop an immediate plan to address the wait list.

12.2 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 Manager/Home Visitor.

12.3 CONTRACTOR shall provide a monthly Partnerships for Families agency "Wait List" report to the COUNTY Program Manager with the names of participants and referrals sources and shall document all contacts with the family and the expected length of time to start of services.

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

13.0 REPORTS AND RECORD KEEPING

13.1 CONTRACTOR shall provide DCFS with monthly service reports for the previous month indicating the work and activities performed and any ad hoc reports on work performed.

13.1.1 CONTRACTOR shall provide a Monthly Invoice, Technical Exhibit 15, and required expenditure report. Said report shall be transmitted by e-mail, mailed or delivered to: DCFS Contract Accounting Section, 425 Shatto Place, Room 204, Los Angeles, CA 90020 or submitted via a DCFS approved data system. A Monthly Service Report will be developed at a later date.

13.1.2 CONTRACTOR shall track client demographic data, including, but not limited to: race, ethnicity, gender, and sexual orientation/gender expression, and provide monthly reports detailing this data on the 15th calendar day of the month following the reporting month.

13.2 Monthly Reports

13.2.1 CONTRACTOR shall submit a PFF Monthly Service Counts, Technical Exhibit 16, to DCFS Community Based Support Division, no later than the 15th calendar day after the month the services were provided.

13.2.2 A Monthly Progress Report, Technical Exhibit 10, must be completed for each family receiving PFF services by the Case Manager and reviewed, approved, and signed by the CONTRACTOR's Clinical Supervisor/Director.

13.2.3 CONTRACTOR shall maintain monthly reports and make available to CPM upon request all program and client records as follows:

13.2.3.1 Linkages to contracted and non-contracted community providers;

13.2.3.2 Concrete Support Services Request Form, Technical Exhibit 13;

13.2.3.3 PFF Service Plan;

13.2.3.4 Supervision logs, agendas, and any other supervision materials.

13.2.4 CONTRACTOR shall provide CPM requested monthly reports on Evidence Based Practices (EBPs) and other data or outcome reports approved by the CPM for implementation.

13.2.5 CONTRACTOR shall provide ad-hoc reports on families and program outcomes upon request.

13.2.6 CONTRACTOR shall provide a Worksheet: Budget Modification History report, Technical Exhibit 17, when requesting any budget modification.

14.0 MEETINGS

14.1 CONTRACTOR's Project Director and Program Manager shall attend quarterly Continuous Quality Improvement (CQI) meetings for the Family Centered Services (FCS)/Community-Based Support Division service delivery model. FCS/Community-Based Support Division CQI meeting participants shall include all other DCFS Contractors, CPMs and DCFS Regional Office Representatives.

14.2 CONTRACTOR Program Manager, or appropriate representative, shall attend all Partnerships for Families meetings as determined by COUNTY. Meetings to be scheduled by COUNTY at a minimum of once quarterly.

14.3 CONTRACTOR shall hold quarterly Subcontractor/Network meetings to discuss and review their services.

15.0 CASE RECORDS

15.1 CONTRACTOR shall maintain case records on each client and family served. Case records shall include, but not be limited to, Partnerships For Family-Service Authorization (Form 800, on the Family Centered Services database), Technical Exhibit 1; Consent to Release and Exchange Information, Technical Exhibit 2; Monthly Progress Report, Technical Exhibit 10, and any other documentation as necessary.

15.2 CONTRACTOR shall utilize the serial number and/or child identification number designated by DCFS for identifying each DCFS referred family and case record.

15.3 CONTRACTOR shall utilize a COUNTY approved designated identifier for community or self-referred families in the case records.

15.4 CONTRACTOR shall maintain records of all efforts made to obtain assistance for referred families.

15.5 CONTRACTOR shall document and maintain in its case record all of CONTRACTOR's notes, records, and any needed approvals for services provided. All services provided shall be documented on the Monthly Progress Report, Technical Exhibit 10.

15.6 CONTRACTOR shall maintain Protective Factor Surveys, client satisfaction surveys, and other surveys or assessments in the case records.

16.0 TRANSFER OF RECORDS

16.1 Prior to contract termination or non-renewal of contract, CONTRACTORS 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 CPM at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

16.2 Initial Transfer of Records

16.2.1 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 the 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 (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.

17.0 SEMI-ANNUAL AND ANNUAL REPORTS

17.1 CONTRACTOR shall provide DCFS with semi-annual and annual reports in a format approved by the CPM.

17.2 The semi-annual report shall be submitted electronically by the 15th calendar day of the seventh month of the contract period. The format of the semi-annual report shall be approved by the CPM.

17.3 The annual report shall be submitted electronically within 15 calendar days of the month following the end of the contract period, in a format approved by the CPM.

18.0 STAFFING

18.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met, which must also be met by all staff of Subcontractors performing services under this Contract.

18.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff and volunteers as well as all Subcontractors' staff, prior to beginning and continuing work under any resulting Contract. The cost of such criminal clearances and background checks are the responsibility of the CONTRACTOR and Subcontractors, whether or not the staff member passes or fails the background and criminal clearance investigations.

18.1.2 Language Ability: CONTRACTOR's personnel, as well as all

Subcontractor staff who are performing services under this Contract, shall be able to read, write, speak, and understand English in order to conduct business with the COUNTY or DCFS. In addition to having competency in English, the CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served. Language preferences shall be assessed for the Asian and Pacific Islander language-speaking families. These families can be serviced by an awarded Contractor countywide. Best efforts shall be made regarding eliminating Racial Disparity and Disproportionality and full adherence to the Core Practice Model.

- 18.1.3 Service Delivery: CONTRACTOR shall ensure all staff, interns, volunteers, and subcontractors providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community CONTRACTOR proposes to provide services. Best efforts shall be made regarding eliminating Racial Disparity and Disproportionality concerns (as detailed in Section 5.9), and full adherence to the Core Practice Model.
- 18.1.4 Driver's License: CONTRACTOR must maintain copies of current driver's licenses, including current copies of proof of auto insurance of staff providing transportation on an as-needed basis to clients. CONTRACTOR shall ensure all Subcontractors meet this requirement as well.
- 18.1.5 Driving Record: CONTRACTOR must maintain copies of driver's Department of Motor Vehicles printouts for all CONTRACTOR's drivers providing service under this Contract. CONTRACTOR shall ensure its Subcontracts meet this requirement as well. Reports shall be available to the CPM on request. COUNTY reserves the option of doing a DMV check on CONTRACTOR's drivers once a year, and CONTRACTOR must ensure the same with its Subcontractors.

18.2 CONTRACTOR shall be responsible for securing and maintaining staff who meet the minimum qualifications below and who possess sufficient experience and expertise required to provide services required in this SOW. CONTRACTOR shall obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education. CONTRACTOR must ensure the same requirements are met with its Subcontractors.

- 18.2.1 Case Aide: Case Aides shall be paid employees with, at a minimum, a high school diploma or GED.
- 18.2.2 Paraprofessional Staff: Paraprofessional staff shall possess, at minimum, a Bachelor's Degree in Social Work, Psychology, Marriage and Family Counseling or a closely related field.

- 18.2.3 Professional Staff/Case Managers/Home Visitors: Professional staff shall possess, at minimum, a Master's Degree in Social Work, Psychology, Marriage and Family Counseling or a closely related field.
- 18.2.4 Clinical Supervisor/Director: The Clinical Supervisor/Director shall be one of the following: 1) a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences; or 2) a Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or 3) a licensed Psychologist with a current license from the California Board of Psychology. The Clinical Director must also have a minimum of two (2) years' experience, during the last five (5) years providing direct client services or direct supervision of an intern or trainee providing direct services similar to the services listed in the Scope of Work.
- 18.2.5 Program Manager: shall have, at minimum, a Bachelor's degree in a social science or a closely related field and a minimum of two (2) years full-time management experience in a social service agency.

19.0 STAFF TRAINING, RECORDS AND REPORTING

- 19.1** CONTRACTOR shall train all staff, interns and volunteers providing program services within 30 business days from their start date. This training shall consist of a minimum of 40 hours to include: 1) Identifying child safety issues; 2) instructing staff and volunteers in mandated reporting requirements; 3) working with families affected by abuse and neglect; 4) learning methods of identifying and building family strengths; 5) helping parents build on their own skills and confidence; 6) promoting positive parent-child and family interaction; 7) protective factors; 8) physical, social, and emotional developmental milestones of children; 9) learning record keeping procedures and accurate completion of linking families to community services and resources.
- 19.2** CONTRACTOR shall ensure all staff, interns, volunteers, and Subcontractors' staff providing Program services receive regular, ongoing in-service training and supervision in child abuse and neglect treatment, in addition to other child welfare related topics. CONTRACTOR's staff shall receive a minimum of four (4) hours of training each quarter of the Contract term. Internal capacity building activities may satisfy this requirement.
- 19.3** During the term of the Contract, the CPM or designee will conduct reviews of all training to ensure staff has been adequately trained or have appropriate degree(s) or license(s). The CONTRACTOR agrees that the COUNTY'S judgment as to the adequacy or inadequacy of the training degree or license of the CONTRACTOR's shall be final.
- 19.4** In the event that the CPM finds staff is not adequately trained, CONTRACTOR shall provide re-training in a manner that the CPM deems satisfactory; furthermore, re-training shall be completed within thirty (30) days from the date of the Program Manager's notice to the CONTRACTOR.

- 19.5** CONTRACTOR's Clinical Director/Supervisor shall hold weekly supervision reviews with all staff and interns and all other staff who provide home visitation services under this contract. CONTRACTOR shall ensure that Subcontractors meet this requirement. This may include the Board of Behavioral Science (BBS) mandated clinical supervision requirement.
- 19.6** CONTRACTOR shall hold monthly supervision reviews with all staff, mentors and volunteers who provide program services. Supervision reviews may be held individually or as a group.
- 19.7** CONTRACTOR shall attend a mandatory Orientation that shall be provided by COUNTY within 30 days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the orientation. CONTRACTOR shall ensure that all Subcontractors attend this mandatory orientation as well.
- 19.8** CONTRACTOR shall maintain documentation in the personnel files of all professional and paraprofessional staff, registered interns, and volunteers of its staff: 1) all training hours and topics; 2) copies of resumes, degrees, and professional licenses; and 3) current criminal clearances. CONTRACTOR shall ensure similar staff documentation is maintained by its Subcontractors.
- 19.9** The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.
- 19.9.1 In addition to items (1) – (8) above, the CONTRACTOR shall ensure that all staff, interns, and volunteers, participate in training, activities, and supports aimed at Eliminating Racial Disproportionality and Disparity (ERDD). Training shall be such that it defines the concepts of ERDD and Cultural Competence/Humility, improves awareness and knowledge of ERDD, addresses the need for ERDD, discusses barriers to ERDD, including education and awareness of implicit biases and how these biases negatively impact people of color, LGBTQ+ communities, women and girls, and provides suggestions for implementing ERDD. This training shall be provided and may be included as part of the required annual 40 hours of training, or in addition to the required 40 hours of training.
- 19.9.2 In addition to items (1) – (8) above, the CONTRACTOR shall ensure that all staff, interns, and volunteers are trained in best practices relating to LGBTQ+ equitable services. CONTRACTOR shall ensure that training meets a minimum of six (6) hours of Sexual Orientation/Gender Identity and Expression (SOGIE) by a qualified trainer with knowledge of the specific needs of the LGBTQ+ community. This training shall be provided and may be included as part of the required annual 40 hours of training, or in addition to the required 40 hours of training.
- 19.9.3 In addition to CONTRACTOR's staff, interns, and volunteers, and interns

providing direct support to children, youth, families, and caregivers, CONTRACTOR shall ensure service providers receive the required annual 40 hours of training as well as specialized training, as relevant, for the purpose of preparing them to meet the needs of children and families linked to them for services.

19.10 CONTRACTOR shall provide the CPM, at the beginning of each Contract term and within 15 days of any staff change(s), a roster of all staff that includes: 1) name and positions; 2) work schedule; and 3) email, fax and telephone numbers. CONTRACTOR shall ensure same requirement is met by itsSubcontractors.

19.11 CONTRACTOR shall request approval from the CPM in writing of any change(s) in CONTRACTOR's key personnel at least three (3) business days before proposed change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occur as a result of the change in personnel.

19.12 CONTRACTOR shall notify the CPM, within one business day, when key personnel are terminated from working on this Contract.

20.0 HOURS OF OPERATION

20.1 CONTRACTOR shall adhere to the following hours of operation: Monday through Friday from 8:00 a.m. to 5:00 p.m. and non-traditional hours Monday through Friday from 5:00 p.m. to 8:00 p.m. and Saturdays or Sundays from 9:00 a.m. to 1:00 p.m.

20.2 CONTRACTOR may request approval from the County Program Manager to modify the hours of operation as necessary to meet the needs of the community served.

21.0 GREEN INITIATIVES

21.1 CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

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

22.0 QUALITY ASSURANCE PLAN (QAP)

22.1 Tracking and Adapting are critical components of the DCFS Shared Core Practice Model, Technical Exhibit 6. The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) which provides comprehensive tracking and adapting strategies and which assures the requirements of the contract are met.

22.2 CONTRACTOR's draft QAP shall demonstrate how all of the requirements of the Contract will be met including work performed by any subcontractors. A finalized copy of the plan shall be provided to the CPM within 30 days of the Contract Start

Date and as changes occur.

22.3 The original QAP and any revisions thereto shall include, the following:

22.3.1 A description for how the CONTRACTOR's service delivery model components align with the Strengthening Families Protective Factors Framework, Technical Exhibit 19 (*Source material: Center for the Study of Social Policy (CSSP) at: www.strengtheningfamilies.net or www.cssp.org*), which includes parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need and social and emotional competency of children and youth.

22.3.2 A description of how the protective factors framework outcomes will be measured.

22.3.3 A description of how racial disproportionality will be addressed (to include equity tenets, training requirements, and demographic data tracking, as described in other sections of this Contract/SOW).

22.3.4 A description for how the CONTRACTOR's service delivery model will align with the DCFS Shared Core Practice Model which includes providing children and families access to mental health services, including assessment and individualized treatment that creates a coherent and all-inclusive approach to service planning and delivery.

22.3.5 A description of how the CONTRACTOR service delivery model will align with the DCFS Shared Core Practice Model, which includes engaging, teaming, assessment and understanding, planning and intervening, and tracking and adapting.

22.4 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the SOW, including methods used to conduct monitoring of work performed by any subcontractors, with at minimum one full annual subcontractor review and report. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

22.5 Methods for insuring uninterrupted service to DCFS in the event of a strike, work stoppage, pandemic, emergent staffing shortage or any other potential disruptions which may include medical leaves, vacations, absences etc. by Contractor's employees.

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

22.6.1 CONTRACTOR shall ensure that all approval requests for subcontractors include all necessary information and are submitted by the 15th of the month prior to the subcontractor's expected start of services.

- 22.7** 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.
- 22.8** The QAP will be reviewed annually by the CONTRACTOR and CPM and revised, if needed.

23.0 QUALITY ASSURANCE MONITORING

- 23.1** The CPM, or other personnel authorized by DCFS, will monitor and evaluate CONTRACTOR's performance under this contract using the quality assurance procedures specified in this SOW. All monitoring will be conducted in accordance with RFP for PFF Sample Contract, subparagraph 8.15, County's QAP, of the Contract.
- 23.2** CONTRACTOR will be subject to a program review by DCFS, at a minimum of once per year, for the period of the contract. CONTRACTOR shall make available to DCFS, upon request, the following records for Technical Review:
- Personnel records, pertaining to current paid, volunteer, and subcontractor staff;
 - Client Case Records; and
 - Financial Records.
- 23.3** If CONTRACTOR's performance requirements are not met, the CPM may call CONTRACTOR, and/or send CONTRACTOR a User Complaint Report (UCR), Contract Standard Exhibit K. CONTRACTOR shall respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the CPM.
- 23.4** 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 10 business days of the receipt of the Technical Review Findings.
- 23.5** A Quality Service Review (QSR) component, which includes interviews with serviced families, will be developed by DCFS and shall be implemented during the second year of the Contract.
- 23.6** CONTRACTOR shall fully cooperate with and participate in implementation of any proposed QSR. The CPM will review and have the final approval authority over the QSR component and its implementation process.
- 23.7** CONTRACTOR shall actively participate in annual performance reviews to assess achievement of performance measures. CONTRACTOR shall collect and share client identifying information such as name, date of birth, and any assigned agency identification numbers. Family Centered Services/Community- Based Support Division 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. Community-Based Support Division evaluations shall be COUNTY directed.

23.8 CONTRACTOR shall actively participate in Community-Based Support Division evaluation activities. Said evaluation activities include, but are not limited to, collection and sharing of data on:

- Program implementation;
- Participant characteristics; and
- Participant Outcomes.

24.0 PERFORMANCE OUTCOME SUMMARY

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

Community-Based Support Division (CBSD)
SECTION D – Performance Outcome Summary
PARTNERSHIPS FOR FAMILIES (PFF)

Performance Outcome Measures
Partnerships for Families

SERVICE CATEGORY TARGET GROUP			
The target population is children and families who are in need of services to prevent future child maltreatment and/or DCFS involvement.			
DCFS OUTCOME	OUTCOME INDICATOR	PERFORMANCE TARGET PER YEAR	DATA COLLECTION AND MONITORING METHOD
Goal: SAFETY Decreased occurrences of child abuse/neglect	<i>Of all referred families within 12 months of successful completion of PFF services, the:</i> 1. Percentage of families identified as the subject of subsequent child abuse and/or neglect evaluated-out referrals to the Child Protection Hotline (CPHL) 2. The percent of families included as the subject of a child abuse and/or neglect referral. 3. Of these, the percentage of families involved in subsequent substantiated child abuse and/or neglect referrals 4. Of these, the percentage of families with subsequent substantiated child abuse and/or neglect referrals resulting in a case opening 5. Of these, the percentage of child(ren) removed from parent(s) and placed in out-of- home care due to subsequent case opening	1. Shall not exceed 30% 2. Shall not exceed 30% 3. Shall not exceed 25% 4. Shall not exceed 50% 5. Shall not exceed 50%	1. CWS/CMS, Monthly Reports 2. CWS/CMS, Monthly Reports 3. CWS/CMS, Monthly Reports 4. CWS/CMS, Monthly Reports 5. CWS/CMS, Monthly Reports

Goal: WELL-BEING	OUTCOME INDICATOR	PERFORMANCE TARGET PER YEAR	DATA COLLECTION AND MONITORING METHOD
Maximize the number of families with increased protective factors to improve families' well being	1. Of the families who successfully complete PFF services, parent(s)/caregiver(s) will demonstrate increased knowledge/development of protective factors as measured by the Protective Factors Survey or other DCFS approved assessment tool. 2. After the second year of contract implementation, the CONTRACTOR shall serve the maximum number of families indicated in the	1. Protective factors shall improve for a minimum of 80% of participants who successfully complete the program. 2. Contractor's annual number of families served on as indicated in	1. Pre-post tests 2. Technical reviews, CWS/CMS and FCS data and Monthly Reports 3. DCFS-approved assessments

	<p>CONTRACTOR'S proposal. Note: The CONTRACTOR shall deduct \$1,500.00 for every 10% of annual families served below the CONTRACTOR'S proposal unless exempted by the County Program Manager for documented exigent circumstances.</p>	<p>their proposal (insert number here)</p>	
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APPENDIX B

LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

APPENDIX B - PARTNERSHIPS FOR FAMILIES

LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

TECHNICAL EXHIBIT	
1	Family Centered Service Request – Service Authorization (Form 800)
2	Consent to Release and Exchange Information
3	PFF Referral Services Intake Form
4	Monthly Referral Log
5	Case Notes-Fax and Telephone Log
6	DCFS Shared Core Practice Model
7	Attempted Contact Letter
8	Attempted Contact Form
9	PFF Service Plan Addendum
10	Monthly Progress Report
11	Linkages Log
12	Capacity Building Activities Form
13	Concrete Support Services Request Form
14	Periodicity Schedule for Health Assessment Request by Age Groups
15	Monthly Invoice
16	Monthly Service and Ethnicity, Linkges, and Overview Reports
17	Budget Modification Report
18	Linkage Services
19	Protective Factors Framework

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PARTNERSHIP FOR FAMILY - SERVICE AUTHORIZATION (Page 1 of 3)
The Safety of a Child is our First Priority

E. CHILD INFORMATION

CHANGE

EFF. DATE:

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

F. OTHER INFORMATION

GAIN <input type="checkbox"/> YES <input type="checkbox"/> NO	CALWORKS <input type="checkbox"/> YES <input type="checkbox"/> NO	WORKER NAME: _____ FILE NO.: _____	TELEPHONE NO. _____ OFFICE LOCATION: _____
Referral Being Made to: <input type="checkbox"/> Prevent Placement <input type="checkbox"/> Facilitate Reunification <input type="checkbox"/> Adoptive Placement <input type="checkbox"/> Court Ordered Referral Initiated By: <input type="checkbox"/> ERCP <input type="checkbox"/> ER <input type="checkbox"/> DI <input type="checkbox"/> FR <input type="checkbox"/> PP <input type="checkbox"/> ADOPT FM Court Status: <input type="checkbox"/> None <input type="checkbox"/> Pre-Adjudication <input type="checkbox"/> Post-Adjudication <input type="checkbox"/> Post-Disposition <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> Adoption			

G. PLEASE DESCRIBE THE PRESENTING PROBLEMS / AREAS OF CONCERN (Comments a maximum of 500 characters)

Computer generated

H. PLEASE DESCRIBE THE FAMILY STRENGTHS (Comments a maximum of 500 characters)

form!

I. PRELIMINARY ASSESSMENT OF SERVICES NEEDED IN ADDITION TO IN-HOME COUNSELING

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

J. GOALS or OUTCOMES or TERMINATION NOTES or DENIAL REASON (Comments a maximum of 500 characters)

TERMINATION – Code / Reason for Case Closing (Code is used in Section A for a termination action)

1 – Successful Family Preservation	5 – Case Never Activated	9 – Suitable Placement (Probation)
2 – Successful Family Reunification	6 – Court Terminated Services	10 – Case Closed within 30 days
3 – Family Moved from Area	7 – Case Closed for Administrative Reasons	11 – Case Created in Error
4 – Family Refused Services/Dropped Out	8 – Child Detained/Arrested	12 – AWOL
		13 – Successful ARS

K. SIGNATURES

CSW SIGNATURE	DATE	CBL SIGNATURE	DATE
SCSW SIGNATURE	DATE	PROGRAM MANAGER SIGNATURE	DATE

CONSENT TO RELEASE AND EXCHANGE INFORMATION

1. Case Name	2. Case Number
3. Parent's/Guardian's Names <i>(if different from Case Name)</i>	4. Date of Birth
5 Parent's/Guardian's Names <i>(if different from Case Name)</i>	6. Date of Birth
7. Name(s) of Children	8. Date(s) of Birth
1 _____	
2 _____	
3 _____	
4 _____	
5 _____	
6 _____	-
<p>9. CONSENT STATEMENT</p> <p><i>I/we understand that as a necessary part of my/our participation in the Community Based Program (PFF), the agencies involved must have access to records pertaining to my/our family. Therefore, I/we give permission to the Department of Children and Family Services (DCFS) to release, disclose, and/or exchange information about myself and my child(ren) listed above with a Community Based Agency and the participating agencies which may include, but are not limited to: the Departments of Health Services, Mental Health, Public Social Services and Education. This consent includes both written and oral communication about social, medical, developmental, psychological, educational, behavioral and other individual and family issues.</i></p> <p>This signed consent form will remain in effect for the duration of my/our family's participation in the program.</p>	
10. Signature of Parent(s) Guardian(s)	11. Date of Signature
_____	_____
_____	_____
12. CSW's Signature	13. Date of Signature
<input type="checkbox"/> PFF _____	
<input type="checkbox"/> Other _____	

CONSENTIMIENTO PARA REVELAR Y CAMBIAR INFORMACIÓN

1. Nombre del Caso	2. Número del Caso
3. Nombre de Padre(s) / Madre(s) o Guardianes <i>(Si es diferente al Nombre del Caso)</i>	4. Fecha de Nacimiento
5. Nombre de Padre(s) / Madre(s) o Guardianes	6. Fecha de Nacimiento
7. Nombre(s) de Niño(s) y Niña(s)	8. Fecha(s) de Nacimiento
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
<p>9. DECLARACIÓN DE CONSENTIMIENTO PARA REVELAR INFORMACIÓN</p> <p>Yo/nosotros entiendo/entendemos que cómo una parte necesaria de mi/nuestra participación en la Agencia de Programa Comunitarias, las agencias involucradas tienen que tener acceso a los archivos pertinentes a mi/nuestra familia. Por lo tanto, yo/nosotros le damos nuestro permiso al Departamento de Servicio para Niños y Familias (DCFS) para revelar, divulgar, y/o intercambiar información sobre mi persona y mi niño(s)/niña(s) los antes mencionados con la Agencia de Programa Comunitaria y las agencias participantes que pueden incluir, pero no son limitadas a los Departamentos de: Servicios de Salud, Salud Mental, Servicios Sociales Públicos y de Educación. Este consentimiento incluye tanto la comunicación por escrito como la comunicación oral pertinente a los asuntos sociales, médicos, de desarrollo, psicológicos, educativos, de compartimiento u otros asuntos individuales o familiares.</p> <p>Este consentimiento firmado continuará vigente durante la participación de mi familia en el programa.</p>	
10. Firma de Padre(s) / Madre(s) o Guardianes	11. Fecha de Firma
_____	_____
_____	_____
12. Firma del Trabajador Social para Niños	13. Fecha de Firma
<input type="checkbox"/> PFF _____ <input type="checkbox"/> Otro _____	

PARTNERSHIPS FOR FAMILIES REFERRAL SERVICES INTAKE FORM

Inquiry:	Number:	Name:	DCFS State ID:
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SERVICE TYPE/ASSIGNMENT

CWS/CMS Case Start Date:	CSW/CMS Case End Date:	FS Create Date:	FS Assigned Date:
Contact Date:	Contact Status:	Acceptance Date:	
Service Start Date:	Agency Number:	Case Termination date:	

CWS/CMS Case Start Date:	CSW/CMS Case End Date:	FS Create Date:	FS Assigned Date:
Contact Date:	Contact Status:	Acceptance Date:	
Service Start Date:	Agency Number:	Case Termination date:	

AGENCY ASSIGNMENT:

Agency Name:

PRIMARY CAREGIVER:

Primary Caregiver Name	Street Address	City/State/Zip	Phone	Relationship

ADULTS TO BE ASSESSED:

Last Name	First Name	DOB	Relationship	Gender

GAIN/CalWORKs:

LEADER #:

OTHERS (Adults in Home):

Last Name	First Name	DOB	Relationship	Gender

REFERRAL INFORMATION:

FS Ref. Name	Ethnicity:	Language:
CSW Name:	CSW File No:	DOB:
CSW Phone:	CSW Fax:	SPA:
SCSW Name:	SCSW Phone:	Office:
CBL Name:	CBL Phone:	CBL Fax:

CHILD INFORMATION:

Last Name	First Name	DOB	Relationship	Gender	Open DCFS

OTHER INFORMATION:

Referral Being Made:	Initiated By:	Court Status:
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PARTNERSHIPS FOR FAMILIES REFERRAL SERVICES INTAKE FORM

PRELIMINARY ASSESSMENT OF SERVICES NEEDED:

Select:	<input type="checkbox"/> Auxiliary Funds	<input type="checkbox"/> Physical Development Services	<input type="checkbox"/> Developmental services
	<input type="checkbox"/> Parent Self-Help	<input type="checkbox"/> Teaching/Demonstrating Homemaker	<input type="checkbox"/> Employment Training Services
	<input type="checkbox"/> Parent Training	<input type="checkbox"/> Substance Abuse Treatment	<input type="checkbox"/> Housing
	<input type="checkbox"/> Transportation	<input type="checkbox"/> Child Care	<input type="checkbox"/> Mental health Services
	<input type="checkbox"/> Substitute Adult Role Model	<input type="checkbox"/> Drug Testing	<input type="checkbox"/> Education
	<input type="checkbox"/> Health Care	<input type="checkbox"/> Motel - Emergency Housing	<input type="checkbox"/> Special Education
	<input type="checkbox"/> Income Support Services	<input type="checkbox"/> Counseling (Out of Home)	<input type="checkbox"/> Health, Parenting & Other Educational Pro.
	<input type="checkbox"/> Emergency Basic Support	<input type="checkbox"/> Case Management/Linkage	<input type="checkbox"/> Other
	<input type="checkbox"/> In House Outreach Counseling	<input type="checkbox"/> Peer Based Support Group	<input type="checkbox"/> Other

SERVICES PROVIDED BY AGENCY:

Name	EBS	EBS From	EBS To	ES	ES From	ES To	CM	CM From	CM To	SA	SA From	SA To	HO	HO From	HO To	LK	LK From	LK To
	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		

Services Legend: EBS-Emergency Basic Support; ES-Employment Services; CM-Case Management; SA-Structured Activities; HO-Health & Other Educational Programs; LK-Linkage Services

MEMO:

Goals:

Outcome:

Termination Notes:

PROBLEM/AREAS OF CONCERN:

FAMILY STRENGTHS:

DCFS SHARED 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 after-care supports as needed for the child and family.



ATTEMPTED CONTACT LETTER

AGENCY'S LETTERHEAD

To: [Client Name]
[Client Address]

From: [Home Visitor]
[Agency Name]
[Agency Address]
[Agency Telephone Number]

Date:

Dear Mr. Ms. _____,

I attempted to contact you by phone at _____ on _____; and/or in person at _____
(Phone #) (Date)

your last known address: _____ on _____.
(street / city / zip) (Date)

I would like to meet with you regarding the _____ services in which you agreed to participate; however, I have been unable to reach you.

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

Sincerely,

Staff Name

Title

Date

**PARTNERSHIPS FOR FAMILIES
ATTEMPTED CONTACT FORM**

Agency Name:	Site:	Case Manager:	Telephone:
Case Name/Unique ID Number::	Case #:	Date:	

Initial Contact Due Date: _____

CONTACT ATTEMPTS

Initial telephone contact was attempted on (date/time)_____ at (telephone #)
Summary of face-to-face contact attempt:

Second telephone/text/email contact was attempted on (date/time)_____ at (telephone #/email address)
Summary of second contact attempt:

Third telephone/text/email contact was attempted on (date/time)_____ at (telephone #/email address)
Summary of third contact attempt:

Face-to-face contact was attempted on (date/time) _____ at (address)
Summary of face-to-face contact attempt:

Notice was given on (date/time)_____ to County designee _____ via (telephone/email)_____ that attempted contacts were unsuccessful.

Case Manager Signature

Date

Program Manager Signature

Date

**PARTNERSHIPS FOR FAMILIES
SERVICE PLAN ADDENDUM**

Agency Name:	Site:	Case Manager:	Telephone:
Case Name/ Unique ID Number:	Case #:	Date:	

Attach this form to back of most recent PFF Service Plan when additions or modifications are made before the next scheduled service plan. All additions or modifications should still be documented in the case record.

ADDENDUM MADE (be specific; identify how each Service Plan member will be affected; what changes to most recent service plan will be affected):

_____ Caregiver	_____ Signature	_____ Date
_____ Child	_____ Child	_____ Child
_____ Case Manager Name (Print)	_____ Signature	_____ Date
_____ Clinical Director Name (Print)	_____ Signature	_____ Date

MONTHLY PROGRESS REPORT

Agency Name: _____ Site: _____

Date of Visit: _____ Case Name/
Unique ID: _____ Case #: _____

Case Manager Name: _____ Title: _____ Phone: _

I	Name of Person(s) Seen on this Date (List Names):	Person(s) Absent on this Date:		Excused:		Unexcused:		Location of Visit:	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mo		<input type="checkbox"/>	Mo	<input type="checkbox"/>	Mo	<input type="checkbox"/>	Mo	<input type="checkbox"/>	Home
Fa		<input type="checkbox"/>	Fa	<input type="checkbox"/>	Fa	<input type="checkbox"/>	Fa	<input type="checkbox"/>	Agency
C1		<input type="checkbox"/>	C1	<input type="checkbox"/>	C1	<input type="checkbox"/>	C1	<input type="checkbox"/>	School
C2		<input type="checkbox"/>	C2	<input type="checkbox"/>	C2	<input type="checkbox"/>	C2	<input type="checkbox"/>	Other (Specify)
C3		<input type="checkbox"/>	C3	<input type="checkbox"/>	C3	<input type="checkbox"/>	C3	<input type="checkbox"/>	
C4		<input type="checkbox"/>	C4	<input type="checkbox"/>	C4	<input type="checkbox"/>	C4	<input type="checkbox"/>	
C5		<input type="checkbox"/>	C5	<input type="checkbox"/>	C5	<input type="checkbox"/>	C5	<input type="checkbox"/>	
C6		<input type="checkbox"/>	C6	<input type="checkbox"/>	C6	<input type="checkbox"/>	C6	<input type="checkbox"/>	
Other		<input type="checkbox"/>	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>	
Other		<input type="checkbox"/>	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>	

Time of Visit:
 Start Time: am pm
 End Time: am pm
 Total Hour(s): _____

DISCUSSION POINTS FOR Case Management Session (Complete as applicable):

II	Initial Presenting Problem(s):
-----------	---------------------------------------

III	Current Child Safety Issues (Risk assessment):
------------	---

IV	Current / Observed Family Functioning and Interactions (Discuss relationships, parent/child interaction, strength/challenges, changes, commitment to PFF program, crisis intervention, and newly identified problem(s), etc.):
-----------	---

MONTHLY PROGRESS REPORT

V.	Progress Toward Goals Stated in Current PFF Service Plan (Discuss any barriers toward goal achievement):
-----------	---

VI	Follow-up on Tasks/Issues Discussed at Previous Visit:
-----------	---

VII	Evaluation of Core/Linkage Services (Discuss effectiveness of services being provided, barriers to service provision, and any other services which may benefit the family or improve family functioning, etc.):
------------	--

VIII	Today's Condition of Home:
-------------	-----------------------------------

IX	Other: <ul style="list-style-type: none">• If a Protective Factors Survey was due for the family, date completed: _____• Next Visit Date Scheduled for: _____
-----------	---

Prepared by Service Provider: _____ Date _____
(Signed)

Reviewed and Approved by:
Clinical Supervisor/Director: _____ Title _____ Date _____
(Print) (Signed)

**PARTNERSHIPS FOR FAMILIES
CAPACITY BUILDING ACTIVITIES FORM**

Select Type of Activity

INTERNAL CAPACITY BUILDING EXTERNAL CAPACITY BUILDING

AGENCY:	PROGRAM MANAGER:
COMPLETED BY:	TELEPHONE: DATE SUBMITTED:

DESCRIBE THE ACTIVITY:

WHO WILL PARTICIPATE IN THE ACTIVITY? INCLUDE THE NUMBER OF EXPECTED PARTICIPANTS:

WHEN AND WHERE WILL THE ACTIVITY TAKE PLACE?

Date:

Location:

DETAIL THE COSTS ASSOCIATED WITH THE ACTIVITY:

PRIOR EXPENDITURES ON CAPACITY BUILDING:\$ _____

HOW WILL THE ACTIVITY IMPACT YOUR AGENCY'S ABILITY TO ADDRESS CHILD MALTREATMENT AND IMPROVE WELL BEING?

PFF AGENCY PROGRAM MANAGER'S SIGNATURE

DATE

DCFS USE ONLY

<input type="checkbox"/> REQUEST APPROVED <input type="checkbox"/> REQUEST DENIED		DCFS PROGRAM MGR (CSAIII) NAME:
	DATE	DCFS PROGRAM MGR (CSA III) SIGNATURE:

**PARTNERSHIPS FOR FAMILIES
CONCRETE SUPPORT SERVICES REQUEST FORM**

SECTION 1: AGENCY INFORMATION

AGENCY:	DATE:
CASE MANAGER:	TELEPHONE:

SECTION 2: FAMILY INFORMATION

PRIMARY CAREGIVER/Unique ID #:	DATE:
AGENCY/STATE NO:	

Has the family received Concrete Support Services (CSS) in the past 12 months? _____

If yes, how much CSS was provided? _____ \$

PARTICIPANT NEEDS STATEMENT

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

OTHER NO COST/LOW COST RESOURCESEXplored

CASE MANAGER'S NEEDS ASSESSMENTSTATEMENT

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 and attach the FAMILY BUDGET WORKSHEET
- Attach required SUPPORTING DOCUMENTATION

SECTION 4: ITEM/VENDOR INFORMATION

DESCRIBE ITEM REQUESTED:		
COST OF ITEM:	CLIENT 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 Concrete Support Services Request Form does not guarantee approval.** Final determination will be based on need, availability of funding and qualification of request.

Client Signature _____ Date _____

Case Manager Signature _____ Date _____

Agency Program Manager Signature _____ Date _____

If the request is over \$1,000, County Program Manager pre-approval is required.

County Program Monitor Signature _____ Date _____

County Program Manager Signature _____ Date _____

PFF Family Budget Worksheet

INCOME	
Employment (empleo)	
CalWorks	
CalFresh	
Social Security	
Child Support (mantencion de los hijos)	
SSI	
Case Assistance	
Other-list (otra-lista)*	
TOTAL:	

EXPENSES	
Rent (renta)	
Food (comida)	
Electric (electricidad)	
Gas	
Water (agua)	
Telephone/cell	
Laundry & Cleaning (lava de ropa y limpieza)	
Hygiene Supplies (hygiene personal)	
Recreation (recreacion)	
Medical (gastos medicos)	
Education (educacion)	
Child Care (cuidado de los niños)	
Charge Accounts (cuenta de cargo)	
Transportation	
Car Payment & Insurance (auto y seguro de auto)	
Other (otra)*	
TOTAL:	

BALANCE	
Income Total	
-Expenses	
TOTAL:	

*Add other lines as needed

REQUIRED SUPPORTING DOCUMENTATION	
As applicable. Supporting documents should be reflective of the most recent month(s) prior to the request. Other required documentation may be requested. Please also refer to the CSS Protocol list.	
<input type="checkbox"/> Income Verification	<input type="checkbox"/> Phone/Cell Phone Bills
<input type="checkbox"/> W-9 and/or Rental Agreement	<input type="checkbox"/> Price Quotes
<input type="checkbox"/> Rent Receipts	<input type="checkbox"/> LA County resident
<input type="checkbox"/> Utility Bills	<input type="checkbox"/> Other _____

Partnerships for Families (PFF)
Concrete Support Services(CSS)
Monthly Log

Agency Name: _____
Billing Month/Year: _____

	Primary Caregiver	Amount	Category of Item Purchased	Receipts Attached (Yes/No*)
1		\$ -		
2		\$ -		
3		\$ -		
4		\$ -		
5		\$ -		
6		\$ -		
7		\$ -		
8		\$ -		
9		\$ -		
10		\$ -		
11		\$ -		
12		\$ -		
13		\$ -		
14		\$ -		
15		\$ -		
16		\$ -		
17		\$ -		
18		\$ -		
19		\$ -		
20		\$ -		
21		\$ -		
22		\$ -		
23		\$ -		
24		\$ -		
25		\$ -		
26		\$ -		
27		\$ -		
28		\$ -		
29		\$ -		
30		\$ -		
	TOTAL CSS:	\$ -		

Notes:
 Only CSS categories listed in the Statement of Work are eligible for reimbursement.
 Total CSS should match the Invoice CSS line item amount.
 Attach all CSS request forms and supporting documents to this log.
 *If receipts for goods and services are not available, the County has no obligation to pay.

PERIODICITY SCHEDULE FOR HEALTH ASSESSMENT REQUIREMENTS BY AGE GROUPS

SCREENING REQUIREMENT	AGE OF PERSON BEING SCREENED														
	Under 1 mo.	1-2 mo.	3-4 mo.	5-6 mo.	7-9 mo.	10-12 mo.	13-15 mo.	16-23 mo.	2 yr.*	3 yr.*	4-5 yr*.	6-8 yr*.	9-12 yr*.	13-16 yr*.	17-20 yr*.
Interval Until Next Exam	1 mo.	2 mos.	2 mos.	2 mos.	3 mos.	3 mos.	3 mos.	6 mos.	1 yr.	1 yr.	2 yr.	3 yr.	4 yr.	4 yr.	None
HISTORY AND PHYSICAL EXAMINATION	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Anticipatory Guidance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Dental Assessment	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Development/Behavioral	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Nutritional Assessment	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pelvic Exam 1														X	X
Tobacco Assessment		X	X	X	X	X	X	X	X	X	X	X	X	X	X
MEASUREMENTS															
Blood Pressure										X	X	X	X	X	X
Head Circumference	X	X	X	X	X	X	X	X							
Height/Length and Weight	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SENSORY SCREENING															
Audiometric 2										X	X	X	X	X	X
Clinical Observation	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Non-audiometric	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Visual Activity Test (Snellen)2										X	X	X	X	X	X
PROCEDURES/TESTS															
Blood Lead Risk Assessment				X	X	X	X	X	X	X	X				
Blood Lead Test						X			X						
Hematocrit or Hemoglobin					X		X		X	X	X	X	X	X	X
TB Exposure Risk Assessment	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Tuberculin Test											X		X	X	
Urine Dipstick or Urinalysis											X	X	X	X	X
OTHER LABORATORY TESTS															
Chlamydia Test	To be done when health history and/or physical examination warrants														
Gonorrhea Test	To be done when health history and/or physical examination warrants														
Ova and Parasites	To be done when health history and/or physical examination warrants														
Papanicolaou (Pap) Smear	To be done when health history and/or physical examination warrants														
Sickle Cell	To be done when health history and/or physical examination warrants														
VDRL RPR, or ART	To be done when health history and/or physical examination warrants														
IMMUNIZATIONS	Administer as necessary to make status current														

*One check-up per year for foster children between the ages of 2 and 19 years
 9.0 Recommended for sexually active females and females age 18 years and older.
 10.0 Snellen testing and audiometric testing should start at age 3 years if possible. Clinical observation and non audiometric testing may be substituted if child is uncooperative.

Partnerships for Families Monthly Invoice

Agency Name:
Address:
City & Zip:
Contact:
Tel #:
Email:

Invoice #: _____
Invoice Date: _____
Billing Month: _____

Contract Period: _____

Cost Category	Annual Budget (a)	Current Monthly Expenditures (b)	Prior YTD Exp (c)	Available Balance (d=a-b-c)
A. DIRECT COSTS:				
1. Salaries & Wages				0.00
In-Home Visitors				0.00
Other Staff				0.00
2. Employee Benefits				0.00
In-Home Visitors				0.00
Other Staff				0.00
B. NON PERSONNEL COSTS:				
3. Staff Mileage				0.00
4. Facility Costs				0.00
5. Supplies				0.00
6. Equipment				0.00
7. Sub-Contractors* (list & fill out all columns)				
<i>Subcontractor Name</i>				0.00
<i>Subcontractor Name</i>				0.00
8. Concrete Support Services				0.00
9. Internal Capacity Building				0.00
10. External Capacity Building				0.00
11. Other Expenses				
E. INDIRECT COSTS				0.00
G. TOTAL:	0.00	0.00	0.00	0.00

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)

Signature: _____

For Use by County DCFS Program Manager Only

Reviewer: _____

Initials: _____

Approving CPM: _____
(Print Name)

Signature: _____

**PARTNERSHIPS FOR FAMILIES (PFF)
MONTHLY INVOICE**

Agency Name: _____
Phone Number: _____

Contact Person: _____
Email: _____

<u>Cost Categories</u>	<u>Actual January</u>	<u>Actual February</u>	<u>Actual March</u>	<u>Actual April</u>	<u>Actual May</u>	<u>Actual June</u>	<u>Actual July</u>	<u>Actual August</u>	<u>Actual September</u>	<u>Actual October</u>	<u>Actual November</u>	<u>Actual December</u>	YTD Actual Total	Approved Budget Total	Budget Balance
(1) Personnel Cost													-		-
(2) Contracted Services													-		-
(3) Equipment													-		-
(4) Printing/Copying													-		-
(5) Space													-		-
(6) Telephone & Utilities													-		-
(7) Postage													-		-
(8) Supplies													-		-
(9) Employee Mileage & Travel													-		-
(10) Concrete Supports															
(11) Internal Capacity Building															
(12) External Capacity Building															
(13) Evaluation													-		-
(14) Other Expenses**													-		-
(15) Indirect Costs *													-		-
Total Agency Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-		-

* Indirect Costs **MAY NOT** exceed 10% of monthly total agency expenses

**List all "Other Expenses" in a separate sheet. Please track any COVID-19 related expenses under the cost category utilized.

I CERTIFY THAT THIS CLAIM IS IN ALL RESPECTS TRUE, CORRECT, AND SUPPORTABLE BY AVAILABLE DOCUMENTATION, AND IN COMPLIANCE WITH ALL TERMS/CONDITIONS, LAW AND REGULATIONS GOVERNING ITS PAYMENT.

Prepared By:
Title:

Date

Approved By:
Title:

Date

Report Month/Year:		Completed By:	
Agency Name:		Phone:	
Agency Address:		Email:	

Number of New Participants Enrolled ¹					
	Expectant Families	Families with child 0-5 (DCFS)/ 0-1 (Comm)	Adults	Children 0-5	Children 6+
DCFS Referred					
Community					
Total					

¹New participants refers to families that have not participated in PFF this calendar year.

Number of Continuing Participants Enrolled ²					
	Expectant Families	Families with child 0-5 (DCFS)/ 0-1 (Comm)	Adults	Children 0-5	Children 6+
DCFS Referred					
Community					
Total					

²Continuing participants refers to families that received any PFF home visitation services during the month and are not newly enrolled

Number of Year-To-Date Participants (Unduplicated) ³					
	Expectant Families	Families with child 0-5 (DCFS)/ 0-1 (Comm)	Adults	Children 0-5	Children 6+
DCFS Referred					
Community					
Total					

The YTD count includes all families that have received PFF home visitation services this calendar year. Families should only be counted once per year in this category.

	DCFS Referrals			Waitlist		
	# of Referrals Received in Report Month	# of Referred Families who Declined Services	# of Referred Families Unable to Contact	Number of DCFS Families on Waitlist	Number of Community Families on Waitlist	Are you at Capacity? (yes/no)
Families						
	DCFS Referred	Community		Number of PFF Slots Available (Range OK)		
Cases Closed			52			

Comments:

PFF Monthly Service Counts

Please note that the "Service" categories may be changed in order to capture the services being provided by your agency. Service categories must align with the service categories in the state report.

This report should reflect an unduplicated count of the number of people who directly received each service.

SERVICE: Home Visitation
Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: Case Management
Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: Concrete Support Services
Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o	with	w/o	with	w/o	with	w/o	with	w/o	with	w/o	with

TECHNICAL EXHIBIT 16

	disability											
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: Parenting Education

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: Peer Support Groups

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												

Totals												
--------	--	--	--	--	--	--	--	--	--	--	--	--

SERVICE: Domestic Violence

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: Early Childhood Services

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: Mental Health Services (Therapy)

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												

TECHNICAL EXHIBIT 16

Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: Structured FamilyActivities

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: InfantMassage

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

SERVICE: NurturingFatherhood

TECHNICAL EXHIBIT 16

Language(s) service provided in:

Participant Characteristics:	New Participants This Month				Previous YTD				YTD Total			
	Adults		Children		Adults		Children		Adults		Children	
	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability	w/o disability	with disability
Asian												
Black (non-Hispanic)												
Hispanic												
Native American or American Indian												
Native Hawaiian or Other Pacific Islander												
White (non-Hispanic)												
Two or More Race Children												
Other (specify)--Bi-Racial												
Totals												

Linkages to Resources/Services							
	In-Network Linkages MARCH 2020						
	DCFS-Referred				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				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			58				
Other							

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

Worksheet: Budget Modification History							
Agency Name:							
Cost Categories	Original Budget 2020	Adjustments 1	Budget Modification 1	Adjustments 2	Budget Modification 2	Adjustments 3	Budget Modification 3
(1) Personnel Cost	\$	\$	\$	\$	\$	\$	\$
(2) Contracted Services	\$	\$	\$	\$	\$	\$	\$
(3) Equipment	\$	\$	\$	\$	\$	\$	\$
(4) Printing/Copying	\$	\$	\$	\$	\$	\$	\$
(5) Space	\$	\$	\$	\$	\$	\$	\$
(6) Telephone	\$	\$	\$	\$	\$	\$	\$
(7) Postage	\$	\$	\$	\$	\$	\$	\$
(8) Supplies	\$	\$	\$	\$	\$	\$	\$
(9) Employee Mileage & Travel	\$	\$	\$	\$	\$	\$	\$
(10) Training Expenses	\$	\$	\$	\$	\$	\$	\$
(11) Evaluation	\$	\$	\$	\$	\$	\$	\$
(12) Other Expenses-includes CSS and Parent Family Child Costs.	\$	\$	\$	\$	\$	\$	\$
(13) Indirect Costs	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$

LINKAGE SERVICES

Linkage Services is an interdepartmental service coordination partnership between the Department of Children and Family Services (DCFS) and the Department of Public Social Services (DPSS) to address common barriers that limit parents' ability to parent and their ability to work. Families that meet certain eligibility requirements may be eligible for some or all of the following programs/services:

CalFresh: (formerly known as Food Stamps) was established to improve the nutrition of people in low-income households. It does that by increasing their food-buying power, so they are able to purchase the amount of food their household needs. CalFresh benefits issued via an Electronic Benefit Transfer (EBT) card are used instead of money at the grocery store.

California Work Opportunity and Responsibilities to Kids (CalWORKs) - A time-limited program that provides financial assistance to eligible needy families with (or expecting) **children** to help pay for housing, food, utilities, clothing, medical care, and other necessary expenses. Generally, families are eligible to receive cash aid and services when:

- The **eligible** children are deprived of parental support or care due to:
 - Death;
 - Incapacity;
 - Unemployment/underemployment; or
 - Continued absence of one or both parents.
- A needy or non-needy caretaker provides care for foster children.

The program also provides assistance with the following types of services:

- Homeless Assistance;
- Cal-Learn, a teen parent program;
- Welfare-to-Work services by participating in the Greater Avenues for Independence (GAIN) program which provides the following types of assistance:
- Job preparation and work opportunities;
- Child care; **and**
- Specialized supportive services such as Domestic Violence, treatment for mental health and substance abuse problems, and Family Preservation Program/GAIN Service Coordination.

Receiving many of the above services enables parents receiving CalWORKs assistance to become self-sufficient.

Family Centered Services (FCS) System– DCFS automated system provides DCFS and agency staff with a powerful tool for making and managing Family Preservation requests and cases.

Family Centered Services System – Linkages Enhancements – The FP referral process and coordination of the Multidisciplinary Case Planning Committee (MCPC) meetings for FP Linkages families is automated utilizing DCFS' FCS web based system. This has allowed for the process to move from a manual to an automated process. Note: The following partners are to secure access to the FCS – Linkages Enhancements Section of the FCS System. These include, but are not limited to DPSS FP Liaisons, GAIN Services Supervisors (GSS), FP GAIN Services Workers GSWs), DPSS Managers over FP (on DPSS side), FP community contracted lead agencies and their subcontractors (whomever has responsibility [lead and subcontractor] to enter online information, e.g., FP agency liaison responsible for scheduling MCPCs), DCFS Community Based Liaisons (CBLs), CBLs Support Staff and/or CBL Designees.

DCFS/DPSS Linkages Partnership FP Program Activities – may be counted towards a CalWORKs/GAIN participant's Welfare-to-Work (WtW) participation requirement. Additionally, while participating in acceptable WtW FP Program activities, a GAIN participant may be eligible to receive supportive services such as child care, transportation and Specialized Supportive Services such as mental health, substance use disorder and domestic violence assessment and treatment services. These activities are sometimes a part of the DCFS Case Plan.

Department of Public Social Services (DPSS) - County of Los Angeles, Department of Public Social Services. DPSS serves an ethnically and culturally diverse community through programs designed to both alleviate hardship and promote health, personal responsibility, and economic independence. The Department provides the following benefits and services to low-income residents of Los Angeles County:

- Temporary financial assistance and employment services for families and individuals.
- Free and low-cost health care insurance for families with children, pregnant women and aged/blind/disabled adults;
- Food benefits for families and individuals;
- In-home services for elderly and disabled individuals; and
- Financial assistance and advocacy for federal disability benefits for disabled individuals.

These services are provided locally throughout the many communities that comprise Los Angeles County.

Greater Avenues for Independence (GAIN): provides employment focused services to CalWORKs participants to help them prepare for and find employment. Employment services include employment workshops, supervised job search, vocational assessment and training, remedial education and work experience. Post-Employment Services are also available to full-time employed participants to assist them in retaining employment, provide them with continued education and/or skills upgrade and help them move toward economic self-sufficiency.

Additionally, participants are assisted with supportive services as follows:

- a) Ancillary/Work-Related Expenses
- b) Transportation Expenses
- c) Child Care Expenses
- d) Specialized Supportive Services: Domestic Violence, Mental Health, Substance Use Disorder

GAIN services also include Family Preservation (FP)/GAIN Service Coordination and Family Reunification (FR)/GAIN Service Coordination services. FP/GAIN Service Coordination involves the integration of DPSS expertise into DCFS' FP Multi-Disciplinary Case Planning committee meetings. FR/GAIN Service Coordination applies when DCFS parents on CalWORKs at the time their children are removed from the home and who have a DCFS FR Case Plan; the parents can continue to receive services through GAIN (but not cash aid).

General Relief (GR): a program that provides temporary financial assistance to needy adults who are ineligible for State or Federal Assistance. Emancipated foster youth or a parent from whom all children have been removed could also qualify for GR.

General Relief Opportunities for Work (GROW): provides employment and training services to assist employable GR participants to obtain employment and achieve economic self-sufficiency. GROW services mirrors services provided through **GAIN**.

Health Care: Free and low-cost health care programs and services that are available to qualifying low-income residents of Los Angeles County. Comprehensive preventive care services, primary and specialty care, medical office visits, vision and dental care, mental health services, hospitalization and prescription medicines are available.

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**CORE MEANINGS OF THE STRENGTHENING
FAMILIES PROTECTIVE FACTORS**

Protective Factor	Core Meaning
<p>Parental Resilience: Managing stress and functioning well when faced with challenges, adversity and trauma.</p>	<p><u>Resilience Related to General Life Stressors</u></p> <ul style="list-style-type: none"> a. managing the stressors of daily life b. calling forth the inner strength to proactively meet personal challenges, manage adversities and heal the effects of one's own traumas c. having self-confidence d. believing that one can make and achieve goals e. having faith; feeling hopeful f. solving general life problems g. having a positive attitude about life in general h. managing anger, anxiety, sadness, feelings of loneliness and other negative feelings i. seeking help for self when needed <p><u>Resilience Related to Parenting Stressors</u></p> <ul style="list-style-type: none"> a. calling forth the inner strength to proactively meet challenges related to one's child b. not allowing stressors to keep one from providing nurturing attention to one's child c. solving parenting problems d. having a positive attitude about one's parenting role and responsibilities e. seeking help for one's child when needed
<p>Social Connections: Positive relationships that provide emotional, informational, instrumental and spiritual support.</p>	<ul style="list-style-type: none"> a. Building trusting relationships; feeling respected and appreciated b. Having friends, family members, neighbors and others who: <ul style="list-style-type: none"> - provide emotional support (e.g., affirming parenting skills) - provide instrumental support/concrete assistance (e.g., providing transportation) - provide informational support/serve as a resource for parenting information - provide spiritual support (e.g., providing hope and encouragement) - provide an opportunity to engage with others in a positive manner - help solve problems - help buffer parents from stressors - reduce feelings of isolation - promote meaningful interactions in a context of mutual trust and respect c. Having a sense of connectedness that enables parents to feel secure, confident and empowered to "give back" to others

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CORE MEANINGS OF THE STRENGTHENING FAMILIES PROTECTIVE FACTORS

Protective Factor	Core Meaning
<p>Knowledge of Parenting and Child Development: Understanding child development and parenting strategies that support physical, cognitive, language, social and emotional development.</p>	<p>Seeking, acquiring and using accurate and age/stage-related information about:</p> <ul style="list-style-type: none"> a. parental behaviors that lead to early secure attachments b. the importance of <ul style="list-style-type: none"> • being attuned and emotionally available to one's child • being nurturing, responsive and reliable • regular, predictable and consistent routines • interactive language experiences • providing a physically and emotionally safe environment for one's child • providing opportunities for one's child to explore and to learn by doing c. appropriate developmental expectations d. positive discipline techniques e. recognizing and attending to the special needs of a child
<p>Concrete Support in Times of Need: Access to concrete support and services that address a family's needs and help minimize stress caused by challenges.</p>	<ul style="list-style-type: none"> a. being resourceful b. being able to identify, find and receive the basic necessities everyone deserves in order to grow (e.g., healthy food, a safe environment), as well as specialized medical, mental health, social, educational or legal services c. understanding one's rights in accessing eligible services d. gaining knowledge of relevant services e. navigating through service systems f. seeking help when needed g. having financial security to cover basic needs and unexpected costs
<p>Social and Emotional Competence of Children: Family and child interactions that help children develop the ability to communicate clearly, recognize and regulate their emotions and establish and maintain relationships.</p>	<p><u>Regarding the parent:</u></p> <ul style="list-style-type: none"> a. having a positive parental mood b. having positive perceptions of and responsiveness to one's child c. responding warmly and consistently to a child's needs d. being satisfied in one's parental role e. fostering a strong and secure parent-child relationship f. creating an environment in which children feel safe to express their emotions g. being emotionally responsive to children and modeling empathy h. talking with one's child to promote vocabulary development and language learning i. setting clear expectations and limits j. separating emotions from actions k. encouraging and reinforcing social skills such as greeting others and taking turns l. creating opportunities for children to solve problems <p><u>Regarding the child:</u></p> <ul style="list-style-type: none"> a. developing and engaging in self-regulating behaviors b. interacting positively with others c. using words and language skills d. communicating emotions effectively

PARENTAL RESILIENCE

PROTECTIVE & PROMOTIVE FACTORS

Being a parent can be a very rewarding and joyful experience. But being a parent can also have its share of stress. Parenting stress is caused by the pressures (stressors) that are placed on parents personally and in relation to their child:

- *typical events and life changes* (e.g., moving to a new city or not being able to soothe a crying baby)
- *unexpected events* (e.g., losing a job or discovering your child has a medical problem)
- *individual factors* (e.g., substance abuse or traumatic experiences)
- *social factors* (e.g., relationship problems or feelings of loneliness and isolation)
- *community, societal or environmental conditions* (e.g., persistent poverty, racism or a natural disaster)

Numerous researchers have concluded that how parents respond to stressors is much more important than the stressor itself in determining the outcomes for themselves and their children. **Parents are more likely to achieve healthy, favorable outcomes if they are resilient. Resilience is the process of managing stress and functioning well even when faced with challenges, adversity and trauma.**

Some stressors parents face can be managed easily so that problems get resolved; for example, calling a relative or friend to pick-up a child from school when a parent is delayed. But some stressors cannot be easily resolved. For example, parents cannot “fix” their child’s developmental disability, erase the abuse they suffered as a child or be able to move out of a crime-plagued neighborhood. **Rather, parents are resilient when they are able to call forth their inner strength to proactively meet personal challenges and those in relation to their child, manage adversities, heal the effects of trauma and thrive given the unique characteristics and circumstances of their family.**

Demonstrating resilience increases parents’ **self-efficacy** because they are able to see

evidence of both their ability to face challenges competently and to make wise choices about addressing challenges. Furthermore, parental resilience has a positive effect on the parent, the child and the parent-child relationship. By managing stressors, parents feel better and can provide more nurturing attention to their child, which enables their child to form a secure emotional attachment. Receiving nurturing attention and developing a secure emotional attachment with parents, in turn, fosters the development of resilience in children when they experience stress.

Sometimes the pressures parents face are so overwhelming that their ability to manage stress is severely compromised. This is the case with parents who grew up in environments that create **toxic stress**. That is, as children, they experienced strong, frequent and prolonged adversity without the buffering protection of nurturing adult support. As a result, these parents may display symptoms of depression, anxiety, or other clinical disorders that inhibit their ability to respond consistently, warmly and sensitively to their child’s needs. For example, depressive symptoms in either mothers or fathers are found to disrupt healthy parenting practices so that the child of a depressed parent is at increased risk of poor attachments, maltreatment and poor physical, neurological, social-emotional, behavioral and cognitive outcomes. However, numerous research studies show parents can be helped to manage clinical symptoms and reactions to their own histories of poor attachments and trauma, to protect children from adversity and trauma as best they can and to provide more nurturing care that promotes secure emotional attachment and healthy development in their children.

All parents experience stress from time-to-time. Thus, parental resilience is a process that all parents need in order effectively manage stressful situations and help ensure they and their families are on a trajectory of healthy, positive outcomes.

1 OF 5

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PARENTAL RESILIENCE: ACTION SHEET

Your role

Your daily interactions with parents can help them to build their resilience and their belief in themselves as parents and capable decision-makers. You can:

- Projecting a positive and strengths-based approach to all families
- Support parents as key decision-makers for their families and provide opportunities for decision-making that affects the program or community
- Encourage parents to take care of themselves, particularly during stressful times
- Normalize the fact that parenting is stressful and help the parent plan proactively about how to respond to stressful parenting situations
- Validate and support good decisions

Questions to ask

- Where do you draw your strength?
- How does this help you in parenting?
- What are your dreams for yourself and family?
- What kind of worries and frustrations do you deal with during the day? How do you solve them?
- How are you able to meet your children's needs when you are stressed?
- How does your spouse, partner, or closest friend support you? When you are under stress, what is most helpful?
- What do you do to take care of yourself when you are stressed?

What to look for

- Problem solving skills
- Ability to cope with stress
- Self-care strategies
- Help-seeking behavior
- Receiving mental health or substance abuse services if needed
- Not allowing stress to impact parenting

Activities to do with parents

- Ask the parent to write down their self-care strategies and ensure that they are taking time for self-care each day.
- Ask the parent to identify situations they find stressful and make a plan in advance for how they will keep themselves calm and centered in these circumstances.

SOCIAL CONNECTIONS

PROTECTIVE & PROMOTIVE FACTORS

People need people. Parents need people who care about them and their children, who can be good listeners, who they can turn to for well-informed advice and who they can call on for help in solving problems. Thus, the availability and quality of social connections are important considerations in the lives of parents. **Parents' constructive and supportive social connections—that is, relationships with family members, friends, neighbors, co-workers, community members and service providers—are valuable resources who provide:**

- *emotional support* (e.g., affirming parenting skills or being empathic and non-judgmental)
- *informational support* (e.g., providing parenting guidance or recommending a pediatric dentist)
- *instrumental support* (e.g., providing transportation, financial assistance or links to jobs)
- *spiritual support* (e.g., providing hope and encouragement)

When parents have a sense of connectedness they believe they have people who care about them as individuals and as parents; they feel secure and confident that they have others with whom they can share the joy, pain and uncertainties that come with the parenting role; they seek timely assistance from people they have learned to count on when faced with challenges; and they feel empowered to “give back” through satisfying, mutually beneficial relationships. **Several research studies have demonstrated that—for both mothers and fathers—high levels of emotional, informational, instrumental or spiritual support is associated with positive parental mood; positive perceptions of and responsiveness to one's children; parental satisfaction, well-being and sense of competence; and lower levels of anger, anxiety and depression.**

Conversely, inadequate, conflicting or dissatisfying social connections can be the source of parental stress, rather than a buffer. For example, maternal and paternal grandparents may be very willing sources of informational and instrumental support to new parents, but their advice and manner of caregiving may be at odds

with the new parents' beliefs and preferences. At the extreme end of the continuum of poor social connections are social isolation (i.e., the lack of available and quality relationships) and loneliness (i.e., feelings of disconnectedness from others). Social isolation is a risk factor consistently associated with disengaged parenting, maternal depression and increased likelihood of child maltreatment. Similarly, loneliness may be a major stressor that inhibits parents' ability to provide consistent, nurturing, responsive care to their children.

It may seem that increasing the number of people who could provide constructive social support to parents would be the “cure” for social isolation and loneliness. Providing opportunities for parents to create and strengthen sustainable, positive social connections is necessary but alone is not sufficient. Parents can feel lonely and isolated even when surrounded by others if relationships lack emotional depth and genuine acceptance. Thus, parents need opportunities to forge positive social connections with at least one other person that engender emotional, informational, instrumental or spiritual support so that meaningful interactions may occur in a context of mutual trust and respect.

Constructive and supportive social connections help buffer parents from stressors and support nurturing parenting behaviors that promote secure attachments in young children. Therefore, parents' high quality social connections are beneficial to both the adults and the children.

SOCIAL CONNECTIONS: ACTION SHEET

Your role

You can help parents to think critically about their social network and how they could utilize it more effectively, as well as the skills and tools they need to expand it. The following strategies may assist you in engaging families in developing social connections:

- Model good relational behavior and use your interactions with families as an opportunity to help parents develop stronger relational skills
- When engaging the family's broader network in teaming or other supports, be sensitive to the quality of existing relationships and help the family identify supporters in their network who will contribute positively
- Invite parents to events where they can get to know each other – with or without their kids – and reach out especially to those parents that may be socially isolated
- If there are specific issues that serve as barriers for the family in developing healthy social connections such as anxiety or depression, encourage the family to address them

Questions to ask

- Do you have friends or family members that help you out once in a while?
- Are you a member of any groups or organizations?
- Who can you call for advice or just to talk? How often do you see them?
- What kind of social support do you need?
- Do you find it easy or challenging to make friends? If it is challenging, what specific things represent a barrier for you?
- What helps you feel connected?

What to look for

- Does the parent have supportive relationships with one or more persons (friends, family, neighbors, community, faith-based organizations, etc.)?
- Can the parent turn to their social network for help in times of need (for instance, when they need help with transportation, childcare or other resources)?
- Is the parent willing and able to accept assistance from others?
- Does the parent have positive relationships with other parents of same-age kids?
- Does the parent have skills for establishing and maintaining social relationships?
- Does the parent provide reciprocal social support to peers?

Activities to do with parents

- Work with the parent to develop an EcoMap showing the people and institutions that are sources of support and/or stress in his or her life.
- Role play with the parent to help them practice skills in approaching another parent to develop a friendship. Have the parent choose a realistic scenario such as starting a conversation at a school event, on the playground or at a place of worship.

KNOWLEDGE OF PARENTING AND CHILD DEVELOPMENT

PROTECTIVE & PROMOTIVE FACTORS

No parent knows everything about children or is a “perfect parent.” An understanding of parenting strategies and child development helps parents understand what to expect and how to provide what children need during each developmental phase. All parents, and those who work with children, can benefit from increasing their knowledge and understanding of child development, including:

- physical, cognitive, language, social and emotional development
- signs indicating a child may have a developmental delay and needs special help
- cultural factors that influence parenting practices and the perception of children
- factors that promote or inhibit healthy child outcomes
- discipline and how to positively impact child behavior

Gaining more knowledge about child development and developing greater skills in parenting are particularly important given the recent advances in the fields of neuroscience, pediatrics and developmental psychology. Scientists in these fields have provided much evidence of the critical importance of early childhood as the period in which the foundation for intellectual, social, emotional and moral development is established. Furthermore, numerous research studies show this foundation is determined by the nature of the young child’s environments and experiences that shape early brain development.

Developing brains need proper nutrition, regularly scheduled periods of sleep, physical activity and a variety of stimulating experiences. Developing brains also need attuned, emotionally available parents and other primary caregivers who recognize and consistently respond to the needs of young children, and interact with them in an affectionate, sensitive and nurturing manner. Such care gives rise to the development of a secure attachment between the child and the adult. Young children with secure attachments develop a sense of trust, feel safe, gain self-confidence and are able to explore their environments because they feel they have a secure base.

Numerous longitudinal studies have demonstrated that parental behaviors that lead to early secure attachments—and which remain warm and sensitive as children grow older—lay the foundation for social-emotional, cognitive and moral competencies across developmental periods. For example, when a young child solicits interaction through babbling or facial expressions and a parent responds in a similar manner, this type of parent-child interaction helps to create neural connections that build later social-emotional and cognitive skills. In addition, advances in brain research have shown that parental behaviors that forge secure emotional attachments help young children learn to manage stress. Secure attachments can offset some of the damage experienced by highly stressed young children as a result of trauma (e.g., maltreatment or exposure to violence.)

In contrast, parental care that is inconsistent, unresponsive, detached, hostile or rejecting gives rise to insecure attachments. Young children who experience insecure attachments display fear, distrust, anxiety or distress and are at risk for long-term adverse effects on brain development including developmental delays, cognitive impairments, conduct problems, psychopathology and relationship challenges. For example, young children who have limited adult language stimulation and opportunities to explore may not fully develop the neural pathways that support learning.

What parents do and how they treat children is often a reflection of the way they were parented. Acquiring new knowledge about parenting and child development enables parents to critically evaluate the impact of their experiences on their own development and their current parenting practices, and to consider that there may be more effective ways of guiding and responding to their children. Furthermore, understanding the mounting evidence about the nature and importance of early brain development enables both parents and those who work with children to know what young children need most in order to thrive: nurturing, responsive, reliable and trusting relationships; regular, predictable and consistent routines; interactive language experiences; a physically and emotionally safe environment; and opportunities to explore and to learn by doing.

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KNOWLEDGE OF PARENTING AND CHILD DEVELOPMENT: ACTION SHEET

Your role

Each contact you have with the family provides an important opportunity to link them to parenting resources, provide child development information and model and validate effective caregiving. You can:

- Connect parents to parenting education classes or home visiting as appropriate for their situation
- Model appropriate expectations for the child
- Engage parents in dialogue when their expectations are not in line with the child's developmental phase
- Underline the importance of nurturing care to help the parent in valuing the importance of their own role
- Provide "just in time" parenting education: crucial information a parent needs at the time when parenting issues arise
- Help the parent identify a series of trusted informants that they can turn to when they need parenting information

Questions to ask

- What does your child do best and what do you like about your child?
- What do you like about parenting? What do you find challenging about parenting?
- How have you learned about parenting skills?
- How do you continue to learn about your child's development?
- What has helped you learn about yourself as a parent?
- Are there things that worry you about your child's development or behavior?
- Have other people expressed concern about your child?

What to look for

- Does the parent understand and encourage healthy development?
- Is the parent able to respond and manage their child's behavior?
- Does the parent understand and demonstrate age-appropriate parenting skills in their expectations, discipline, communication, protection and supervision of their child?
- Does the child respond positively to the caregivers' approaches?
- Does the parent understand and value their parenting role?
- Does the parent have a reliable source for parenting information when issues come up?
- Does the parent know how to encourage social-emotional development and apply a range of age-appropriate disciplinary strategies?
- Is the parent involved in their child's school, preschool or other activities?
- Does the parent understand the child's specific needs (especially if the child has special developmental or behavioral needs)?

Activities to do with parents

- Ask the parent what their hopes and dreams are for their child(ren). Discuss any worries the parent has about ensuring those hopes and dreams are met. Then discuss what the parent is doing today (or wants to do) to help achieve those hopes and dreams.

CONCRETE SUPPORT IN TIMES OF NEED

PROTECTIVE & PROMOTIVE FACTORS

All parents need help sometimes—help with the day-to-day care of children, help in figuring out how to soothe a colicky baby, help getting to the emergency room when a bad accident happens, help in managing one’s own temper when fatigued or upset. When parents are faced with very trying conditions such as losing a job, home foreclosure, substance abuse, not being able to feed their family or trauma, they need access to concrete support and services that address their needs and help to minimize the stress caused by very difficult challenges and adversity. **Assisting parents to identify, find and receive concrete support in times of need helps to ensure they and their family receive the basic necessities everyone deserves in order to grow (e.g., healthy food, a safe environment), as well as specialized medical, mental health, social, educational or legal services.**

When parents are faced with overwhelmingly stressful conditions they need to seek help, but for some parents asking for help is not an easy thing to do. It may be embarrassing for some parents because it feels like an admission of incompetence; that they don’t know how to solve their own problems or take care of their family. Other parents may not seek help because they don’t know where to go for help, or the services needed have a stigma associated with them such as mental health clinics and domestic violence or homeless shelters. **Thus, parents need experiences that enable them to understand their rights in accessing services, gain knowledge of relevant services and learn how to navigate through service systems.** Family and child-serving programs must clearly communicate to parents that seeking help is not an indicator of weakness or failure as a parent. **On the contrary, seeking help is a step toward improving one’s circumstances and learning to better manage stress and function well—even when faced with challenges, adversity, and trauma. When parents ask for help, it is a step toward building resilience.**

When parents seek help, it should be provided in a manner that does not increase stress. Services should be coordinated, respectful, caring and strengths-based. Strengths-based practice is grounded in the beliefs that:

- It is essential to forge a trusting relationship between parents and service providers and among service providers working with the same families
- Regardless of the number or level of adverse conditions parents are experiencing, they have assets within and around them, their family and their community that can be called upon to help mitigate the impact of stressful conditions and to create needed change
- Parents have unrealized resources and competencies that must be identified, mobilized and appreciated
- Parents must be active participants in the change process and not passive recipients of services
- Parents must first be guided through, and subsequently learn how to navigate, the complex web of health care and social service systems
- In addition to addressing each parent’s individual difficulties, strengths-based practitioners must understand—and work to change—the structural inequities and conditions that contribute to these difficulties

A strengths-based approach helps parents feel valued because they are acknowledged as knowledgeable and competent. They develop a sense of self-confidence and self-efficacy because they have opportunities to build their skills, experience success and provide help to others. Thus, access to concrete support in times of need must be accompanied by a quality of service coordination and delivery that is designed to preserve parents’ dignity and to promote their and their family’s healthy development, resilience and ability to advocate for and receive needed services and resources.

CENTER FOR THE STUDY
OF SOCIAL POLICY'S

strengthening families
A PROTECTIVE FACTORS FRAMEWORK

CONCRETE SUPPORT IN TIMES OF NEED: ACTION SHEET

Your role

As a professional working with families, your role is not just to provide referrals to needed services, but to identify any barriers the families may have in accessing those services. Helping families overcome those barriers is crucial to ensuring that their concrete needs are met. Such help may entail:

- Encouraging help seeking behavior
- Working with the family to understand their past experience with service systems and any stigma they attach to certain services
- Helping the family to navigate complex systems by explaining eligibility requirements, filling out forms or making a warm handoff to an individual who can help them negotiate getting access to the services they need
- Helping the parent understand their role as an advocate for themselves and their child
- Giving parents opportunities to help meet concrete needs of other families in the program or the community, to encourage reciprocity

Questions to ask when a family is in need

- What do you need to _____ (stay in your house, keep your job, pay your heating bill etc.)?
- What have you done to handle the problem? Has this worked?
- Are there community groups or local services that you have worked with in the past? What has been your experience accessing their services?
- Are there specific barriers that have made it difficult for you to access services in the past?
- How does dealing with these issues impact the way you parent?

What to look for

- Is the parent open to accessing and utilizing services?
- Has the parent had positive experiences with services in the past?
- Does the parent have specific barriers (literacy, lack of transportation, etc.) that will make it difficult to access services?
- Are there personal behavioral traits (e.g., punctuality, willingness to share personal information, etc.) that the parent could address to more effectively utilize services?
- Does the parent try to buffer the child from the stress caused by the family's concrete needs?

Activities to do with parents

- Ask the parent to identify one concrete need that, if met, would lighten his or her burden. Come up with a list of at least three possible avenues to get that need met (e.g., agencies to approach, people to ask for help, cutting back on other expenses).
- Talk to the parent about what their family's socioeconomic status was in their childhood and what effect that had on them. Discuss things their parents did or did not do to buffer them from the stress of poverty, to teach them the value of money or to make sure their needs were met.

SOCIAL-EMOTIONAL COMPETENCE OF CHILDREN

PROTECTIVE & PROMOTIVE FACTORS

Early childhood is a period of both great opportunity and vulnerability. Early childhood experiences set the stage for later health, well-being and learning. In the past, most of the focus was on building young children's academic skills in an effort to ensure they were prepared for school. However, in recent years a growing body of research has demonstrated the strong link between young children's social-emotional competence and their cognitive development, language skills, mental health and school success. The dimensions of social-emotional competence in early childhood include:

- self-esteem - good feelings about oneself
- self-confidence - being open to new challenges and willing to explore new environments
- self-efficacy - believing that one is capable of performing an action
- self-regulation/self-control - following rules, controlling impulses, acting appropriately based on the context
- personal agency - planning and carrying out purposeful actions
- executive functioning - staying focused on a task and avoiding distractions
- patience - learning to wait
- persistence - willingness to try again when first attempts are not successful
- conflict resolution - resolving disagreements in a peaceful way
- communication skills - understanding and expressing a range of positive and negative emotions
- empathy - understanding and responding to the emotions and rights of others
- social skills - making friends and getting along with others
- morality - learning a sense of right and wrong

These dimensions of social-emotional competence do not evolve naturally. The course of social-emotional development—whether healthy or unhealthy—depends on the quality of nurturing attachment and stimulation that a child experiences. Numerous research studies show that a relationship with a consistent, caring and attuned adult who actively promotes the

development of these dimensions is essential for healthy social-emotional outcomes in young children. Actively promoting social-emotional competence includes activities such as:

- Creating an environment in which children feel safe to express their emotions
- Being emotionally responsive to children and modeling empathy
- Setting clear expectations and limits (e.g., "People in our family don't hurt each other.")
- Separating emotions from actions (e.g., "It's okay to be angry, but we don't hit someone when we are angry.")
- Encouraging and reinforcing social skills such as greeting others and taking turns
- Creating opportunities for children to solve problems (e.g., "What do you think you should do if another child calls you a bad name?")

Children who have experiences such as these are able to recognize their and others' emotions, take the perspective of others and use their emerging cognitive skills to think about appropriate and inappropriate ways of acting. Conversely, research shows children who do not have adults in their lives who actively promote social-emotional competence may not be able to feel remorse or show empathy and may lack secure attachments, have limited language and cognitive skills and have a difficult time interacting effectively with their peers. Evidence shows, however, that early and appropriate interventions that focus on social-emotional development can help to mitigate the effects of negative experiences in ways that lead to improved cognitive and social-emotional outcomes.

SOCIAL AND EMOTIONAL COMPETENCE OF CHILDREN: ACTION SHEET

Your role

It is important to increase parents' awareness of the importance of early relationships and of their role in nurturing their child's social-emotional development by:

- Providing concrete tips and resources to parents to help them build their skills
- Modeling developmentally appropriate interactions with children that help them to recognize and manage their emotions and build other social and emotional skills
- Connecting families to resources that can help support their children's social-emotional development—these might be simple (such as classes like Second Step, or books and games that help children to name or recognize their emotions) or more intensive (such as mental health counseling)
- Staying attuned to trauma and how it impacts the child's behaviors and relationships, including taking time to explain and discuss children's behavior with parents when they are "acting out" due to trauma

Questions to ask

- How is the emotional relationship between you and your child?
- How do you express love and affection to your child?
- How do you help your child express his or her emotions?
- In what situations are your child's emotions hard for you to deal with?

What to look for

- Does the child feel safe to express emotions in the relationship with the parent?
- Is the parent emotionally responsive to the child?
- Does the parent model empathy?
- Does the parent set clear expectations and limits (e.g., "People in our family don't hurt each other")?
- Does the parent separate emotions from actions (e.g., "It's okay to be angry, but we don't hit someone when we are angry")?
- Does the parent encourage and reinforce social skills such as greeting others and taking turns?
- Does the parent create opportunities for children to solve problems? (e.g., "What do you think you should do if another child calls you a bad name?")?

Activities to do with parents

- Have the parent sketch out (or write out) an interaction with their child. Begin with an experience that typically makes the child happy, sad, frustrated or angry. Then have the parent illustrate or describe what the child does when he or she feels those emotions, how the parent responds and how the child responds. Identify and talk through positive or negative patterns in the interaction.
- Ask the parent to think of an adult who they loved as a child. What was it about the relationship with that adult that made it so important? Ask them what elements of that relationship they can replicate in their relationship with their child(ren).

CSSP'S PROTECTIVE AND PROMOTIVE FACTORS

The Center for the Study of Social Policy (CSSP) works to create new ideas and promote public policies that produce equal opportunities and better futures for all children and families, especially those most often left behind. The foundation of all of CSSP's work is a child, family and community well-being framework that includes a focus on protective and promotive factors. Using an ecological perspective:

- **protective factors** are conditions or attributes of individuals, families, communities or the larger society that **mitigate or eliminate risk**
- **promotive factors** are conditions or attributes of individuals, families, communities or the larger society that **actively enhance well-being**

Taken together, protective and promotive factors increase the probability of positive, adaptive and healthy outcomes, even in the face of risk and adversity.

The **Strengthening Families™** and **Youth Thrive™** frameworks exemplify CSSP's commitment to identify, communicate and apply research-informed ideas that contribute to the healthy development and well-being of children, youth and families. As numerous studies affirm the importance of early childhood experiences in influencing adolescent and adult behavior, these frameworks provide a view of two interrelated phases of the lifespan developmental continuum: Strengthening Families focuses on families of young children (0-5 years old) and Youth Thrive on youth ages 11-26.

The Strengthening Families Protective Factors	The Youth Thrive Protective and Promotive Factors
<ul style="list-style-type: none"> • Parental Resilience • Social Connections • Knowledge of Parenting and Child Development • Concrete Support in Times of Need • Social-Emotional Competence of Children 	<ul style="list-style-type: none"> • Youth Resilience • Social Connections • Knowledge of Adolescent Development • Concrete Support in Times of Need • Cognitive and Social-Emotional Competence in Youth

Parents, system administrators, program developers, service providers and policymakers can each benefit from learning about and using the Strengthening Families and Youth Thrive frameworks in their efforts to ensure that children, youth and families are on a path that leads to healthy development and well-being.

APPENDIX C

SAMPLE CONTRACT

FOR

REQUEST FOR PROPOSALS (RFP)

APPENDIX C
SAMPLE RFP CONTRACT



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

PARTNERSHIPS FOR FAMILIES SERVICES

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS	1
1	APPLICABLE DOCUMENTS	2
2	DEFINITIONS	3
	2.1 Standard Definitions.....	3
3	WORK	5
4	TERM OF CONTRACT	5
5	CONTRACT SUM	6
	5.1 Total Contract Sum.....	6
	5.2 Written Approval for Reimbursement.....	6
	5.3 Notification of 75% of Total Contract Sum.....	6
	5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
	5.5 Invoices and Payments.....	7
	5.6 Intentionally Omitted.....	10
	5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	10
6	ADMINISTRATION OF CONTRACT- County	11
	6.1 County Administration.....	11
	6.2 County’s Program Director.....	11
	6.3 County’s Program Manager.....	11
	6.4 County’s Contract Program Monitor.....	12
7	ADMINISTRATION OF CONTRACT-Contractor	12
	7.1 Contractor Administration.....	12
	7.2 Contractor’s Project Manager.....	12
	7.3 Approval of Contractor’s Staff.....	13
	7.4 Contractor’s Staff Identification.....	13
	7.5 Background and Security Investigations.....	13
	7.6 Confidentiality.....	14
8	STANDARD TERMS AND CONDITIONS	16
	8.1 Amendments.....	16
	8.2 Assignment and Delegation/Mergers or Acquisitions.....	17
	8.3 Authorization Warranty.....	18
	8.4 Budget Reductions.....	18
	8.5 Complaints.....	18
	8.6 Compliance with Applicable Law.....	19

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.7	Compliance with Civil Rights Laws	20
8.8	Compliance with the County’s Jury Service Program.....	21
8.9	Conflict of Interest	22
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re- Employment List	23
8.11	Consideration of Hiring GAIN/GROW Participants.....	23
8.12	Contractor Responsibility and Debarment.....	24
8.13	Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	27
8.14	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	27
8.15	County’s Quality Assurance Plan.....	27
8.16	Damage to County Facilities, Buildings or Grounds	28
8.17	Employment Eligibility Verification	28
8.18	Facsimile Representations.....	29
8.19	Fair Labor Standards	29
8.20	Force Majeure.....	29
8.21	Governing Law, Jurisdiction, and Venue.....	30
8.22	Independent Contractor Status	30
8.23	Indemnification.....	31
8.24	General Provisions for all Insurance Coverage.....	31
8.25	Insurance Coverage.....	36
8.26	Liquidated Damages	38
8.27	Most Favored Public Entity	39
8.28	Nondiscrimination and Affirmative Action.....	40
8.29	Non Exclusivity.....	41
8.30	Notice of Delays.....	41
8.31	Notice of Disputes.....	41
8.32	Notice to Employees Regarding the Federal Earned Income Credit	42
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	42
8.34	Notices	42
8.35	Prohibition Against Inducement or Persuasion	42
8.36	Public Records Act.....	43

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.37	Publicity	43
8.38	Record Retention and Inspection-Audit Settlement	44
8.39	Recycled Bond Paper	46
8.40	Subcontracting	46
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	48
8.42	Termination for Convenience	48
8.43	Termination for Default	49
8.44	Termination for Improper Consideration	51
8.45	Termination for Insolvency	52
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	52
8.47	Termination for Non-Appropriation of Funds.....	52
8.48	Validity	53
8.49	Waiver.....	53
8.50	Warranty Against Contingent Fees	53
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	53
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	54
8.53	Time off for Voting.....	54
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking.....	54
8.55	Intentionally Omitted	55
8.56	Compliance with Fair Chance Employment Practices.....	55
8.57	Compliance with the County Policy of Equity.....	55
8.58	Prohibition from Participation in Future Solicitation(s).....	55
9	UNIQUE TERMS AND CONDITIONS	56
9.1	Ownership of Materials, Software and Copyright.....	56
9.29.2	Patent, Copyright and Trade Secret Indemnification.....	57
9.3	Contractor's Charitable Activities Compliance	58
9.49.4	Data Destruction	58
9.59.5	Contractor Protection of Electronic County Information	59
9.69.6	Contract Accounting and Financial Reporting.	60

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
9.7	Contractor Alert Reporting Database (CARD)	60
9.8	Child Abuse Prevention Reporting.	60
9.9	Conduct of Program	61
9.10	Employee Benefits and Taxes	61
9.11	Fixed Assets.	62
9.12	Former Foster Youth Consideration.....	62
9.13	Office Location	63
9.14	Hours of Operation	63
9.15	Contract Negotiation	64
9.16	Contract Mandatory Orientation.....	64
9.17	Contract Mandatory Meetings.....	64
9.18	Shred Documents	64
9.19	Use of Funds.....	65
9.20	State Energy Conservation Plan.....	65
SIGNATURES.....		66

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

- A Statement of Work (Not Attached to Sample)
- B Price Sheet (Not Attached to Sample)
- C Contractor's Proposed Schedule (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

UNIQUES EXHIBITS

- J Auditor-Controller Contract Accounting and Administration Handbook
- K Internal Revenue Service Notice 1015
- L User Complaint Report (UCR)

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- O Charitable Contributions Certification

Sample Contract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
PARTNERSHIPS FOR FAMILY SERVICES**

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

RECITALS

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

WHEREAS, the Contractor is a public governmental entity or 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:

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Price Sheet
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

- 1.10 Exhibit J- Auditor-Controller Contract Accounting
And Administration Handbook
- 1.11 Exhibit K- Internal Revenue Service Notice 1015
- 1.12 Exhibit L- User Complaint Report (UCR)
- 1.13 Exhibit O - Charitable Contributions Certification

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

2 DEFINITIONS

2.1 Standard Definitions:

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

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

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

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

2.1.1.4 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.1.5 **County:** means the Department of Children and Family Services on behalf of the COUNTY of Los Angeles and its Board of Supervisors.

2.1.1.6 **County Contract Program Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any

and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.1.1.7 **County Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.1.8 **County Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.10 **DCFS:** The County's Department of Children and Family Services.
- 2.1.1.11 **Director:** The County's Director of Children and Family Services or his authorized designee.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **Program:** The work to be performed by Contractor as defined in Exhibit A – Statement of Work.
- 2.1.1.14 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.15 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.16 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this Contract, at any tier, under oral or written 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 in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for an initial one (1) year period commencing after the date of execution by the Director of Children and Family Services, unless terminated sooner 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 four (4) additional one (1) 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 a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.3** The Contractor 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, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit E – County’s Administration.
- 4.4** 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.
- 4.5** 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 \$XXX,XXX.

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 (Price Sheet) 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 (Price Sheet) as submitted in the proposal, Line Item Budget, and Budget Narrative.
- 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 in two (2) copies to the following address:

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

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event 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 fifteen (15) 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 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), title 2, part 200.
- 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– Price Sheet, for the services set forth in Exhibit A - Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15 Contractor 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 – Price Sheet 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.

5.6 Intentionally Omitted

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 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.

- 5.7.3 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.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E – County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County’s Program Director

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

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

6.3 County’s Program Manager

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

- 6.3.1.1 Ensuring that the objectives of this Contract are met;
 - 6.3.1.2 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
 - 6.3.1.3 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.2 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.
- 6.3.3 The County Program Manager is responsible for overseeing the day-to-day administration of this Contract.

6.4 County's Contract Program Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's 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 Program Manager and County's Contract Program Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, 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 whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.4 Contractor shall immediately notify County of any arrest and subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 7.5.5 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities,

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

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.6.5 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.
- 7.6.6 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.
- 7.6.7 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 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 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 Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DCFS Director, or his/her designee.
- 8.1.4 The DCFS Director or his/her designee, may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

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

8.2 Assignment and Delegation/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 Paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate 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 Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.7 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.8 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 8.6.3 For contracts over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.6.4 Failure by Contractor to comply with such laws and regulation shall be a material breach of this Contract and may result in termination of this Contract.

8.7 Compliance with Civil Rights Laws

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

8.8 Compliance with the County’s Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this paragraph, “Contractor” means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice

that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest

in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN/GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's 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 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this

Contract.

- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).
- 8.22.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2, "Contractor's Employee Acknowledgement and Confidentiality Agreement." The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3, "Contractor's 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 Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming

County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-Contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its 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: Corneitha Kirk, ASM II

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. 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. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Cyber Liability Insurance

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

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

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

8.26 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 Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the 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. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same

goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

- 8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or County's Program Director any

dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager or County's Program 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy

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

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 Intentionally Omitted

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

8.38.6 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 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 Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of

the subcontract by the County, Contractor 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
Partnerships for Families Program Manager
3333 Wilshire Blvd., Suite 820
Los Angeles, CA 90010

- 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 Paragraph 8.25, Insurance Coverage requirements, of this Contract.
 - 8.40.9.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This tax Identification Number 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 the Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

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

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

8.42 Termination for Convenience

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

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

- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.43.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in 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 Paragraph 8.23 (Indemnification).

8.44 Termination for Improper Consideration

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

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

- 8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this

Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that

benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking, prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from

performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

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.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the

disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

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 9.3.4 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 9.3.3 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 9.3 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 O, 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 Contract Accounting and Financial Reporting

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

9.6.2 Contractor shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

9.7 Contractor Alert Reporting Database (CARD)

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

9.8 Child Abuse Prevention Reporting

9.8.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline 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, 5:00 p.m. to 8:00 p.m., and Saturday or Sunday, 9:00 a.m. to 1:00 p.m.

9.14.2 Contractor 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 Project 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
RODRIGO A. CASTRO-SILVA, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy COUNTY Counsel

**CONTRACT FOR
PARTNERSHIPS FOR FAMILIES (PFF) SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK (EXHIBIT A IS FOUND UNDER APPENDIX A TO THIS RFP)
- B PRICE SHEET AS PROPOSED BY CONTRACTOR
- C LINE ITEM BUDGET AND BUDGET NARRATIVE
- 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)
- O CHARITABLE CONTRIBUTIONS CERTIFICATION

STATEMENT OF WORK

EXHIBIT A IS FOUND UNDER APPENDIX A TO THIS RFP

PRICE SHEET AS PROPOSED BY CONTRACTOR

LINE ITEM BUDGET AND BUDGET NARRATIVE

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 PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

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

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

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

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____ / _____ / _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as fulltime.
- 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 deducts 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?

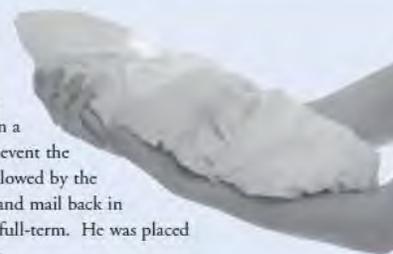
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

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 Angeles. 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 Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



DEPARTMENT OF AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

Revision: March 2014

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.1 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

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

1.3 Prepaid Expenses

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

2.1 Accounting System

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

2.2 General Journal

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

Example:

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

To record accrued rent to March 31, 20XX

2.3 Cash Receipts Journal

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

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

2.4 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.5 General Ledger

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

2.6 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.7 Payroll Register

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

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

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

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

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

2.8 CONTRACTOR Invoices

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

3.1 Records

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

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

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

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

3.2 Retention

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

3.3 Supporting Documentation

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4 Payments to Affiliated Organizations or Persons

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

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

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

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

3.5 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

3.6 Referencing

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

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

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

4.0 Donations and Other Sources of Revenue

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

5.0 Audits

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

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

6.0 Single Audit Requirements

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

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

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

7.0 Subcontracts

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

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

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.1 Disbursements

2.2 General

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

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

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

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

2.4 Credit Cards

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

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

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

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

3.1 Timekeeping

3.2 Timecards

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

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

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

3.3 Personnel and Payroll Records

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

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

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

Benefit Balances

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

3.4 Limitations on Positions and Salaries

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

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

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

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

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

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

Separation of Duties

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

4.1 Capital Assets

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

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

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

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.2 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

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

Non-Capital Asset Equipment

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

4.3 Asset Identification and Inventory

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

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

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

4.4 Depreciation and Use Allowance

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

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

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

4.5 Rental Costs of Buildings and Equipment

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

4.6 Security

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

4.7 Property Management

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

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

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

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

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

1.3 Budget Limitation

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

1.4 Unspent Funds

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.1 Allocable Expenses

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

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

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

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

2.2 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.3 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

2.4 Acceptable Indirect Cost Allocation Methods

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

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

Simplified Allocation Method

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

Example:

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.5 Cost Allocation Plan

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

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

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

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

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

F. GOVERNANCE

OVERVIEW

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

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

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

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation

- misuse or dissipate scarce public resources

1.0 Independence

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

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

2.1 Oversight Mechanisms

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

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

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

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

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

3.1 Oversight Committees

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

Nominating Committee

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

Compensation and Benefits Committee

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

Audit Committee

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

Annual Audit Duties:

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

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

Additional Audit Committee Duties

The Audit Committee must:

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

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

3.1 Reporting Fraud/Misconduct

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

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

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

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

Online: www.lacountyfraud.org

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 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 8, 2021.

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 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 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Exhibits for Sample RFP Contracts

USER COMPLAINT REPORT

SAFE CHILDREN AND STRONG FAMILIES

This form is to be used by DCFS users of Adoption Promotion & Support Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report:	DCFS User Name:
DCFS Office Address:	
Phone No.	E-mail Address:
Date(s) of Incident(s):	

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

- Contractor is not responding to messages.
- Contractor is/was not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor.
- Contractor is/or has not been submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

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 Zero Tolerance Policy on Human Trafficking Certification
- 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 Preference Application

COST PROPOSAL

- 31 Price 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
-------------	-------------------------------	------------------------

_____	_____	_____
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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 their Proposal(s) for PARTNERSHIPS FOR FAMILIES by 12:00 PM, PDST, Thursday, May 13, 2021.

- Yes** **No** Proposer must have, or be willing to establish, an administrative business office located within or adjacent to the County of Los Angeles. The address of proposer's administrative business office must be included in the Proposal;

- Yes** **No** Proposer must demonstrate a minimum of five (5) years within the last seven (7) years administering Federal, State, County or City contracts;

- Yes** **No** Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or a public entity and be tax exempt under 501 (c)(3) of the Internal Revenue Code;

- Yes** **No** Proposer must have a minimum of five (5) years' experience within the last seven (7) years, providing social services to families or coordinating social services among other community providers similar to the services listed in Appendix A, Statement of Work for Partnerships for Families; and

- Yes** **No** Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the 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 County.

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	PI one (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	PI one (P): Email Address (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 PARTNERSHIPS FOR FAMILIES**

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 Service 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
Partnerships for Families (RFP #20-0043)
PRICE SHEET

One Price 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 Partnerships for Families (PFF) and any other costs necessary to perform all tasks outlined in the PFF RFP, Sample Contract, Statement of Work, Exhibits, and Attachments.

PFF RFP		
SPA	Funding Amounts	Minimum Number of New Families to be served per contract year
1	\$684,208.27	51
2	\$1,651,548.42	122
3	\$1,802,061.07	133
4	\$ 638,686.87	47
5	\$479,265.89	35
6	\$1,774,115.06	131
7	\$1,296,869.10	96
8	\$ 1,473,245.32	109
API/	\$ 400,000.00	30
AI/NA	\$ 400,000.00	30
TOTAL	\$10,600,000.00	783

Proposers shall demonstrate how they arrived at the final proposed number of families to be serviced per contract year by providing a line item budget and budget narrative (Required Forms, Exhibit 33 and 34). Proposals may be disqualified if the costs do not add up, or if there is a discrepancy between line item budget and the budget narrative. Proposer shall indicate the cost per family.

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.

A Price Sheet indicating the number of families to be served is required to be submitted for each SPA. Please note that the number of families should be at or higher than the minimum number of new families expected to be served per contract year as indicated in page 1 of this required form. "Served" is defined as a family who receives bi-monthly case management services. Families who only participate in community events will not be counted as a family who is "served".

The projected number of families to be served includes all applicable charges and costs associated with Partnerships for Families and any other costs necessary to perform all tasks outlined in the Partnerships for Families RFP, Statement of Work, Performance Outcome Measures, Attachments, and Sample Contract.

Service Planning Area (SPA) Proposing to Serve
Select only one SPA _____

NUMBER OF FAMILIES TO BE SERVED PER CONTRACT YEAR

The undersigned offers to furnish all personnel, labor and materials necessary for Partnerships for Families. Said work shall be done for the period prescribed and in the manner set forth in the Partnerships for Families Statement of Work.

I declare that all computations used to arrive at the projected number of families to be served for Partnerships for Families for the SPA indicated above are true and correct to the best of my knowledge.

Authorized Signature

Date

Print Name and Title

Agency's Name
and 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.

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation 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

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

APPENDIX F

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multibillion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX G

JURY SERVICE ORDINANCE

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 fulltime.
- 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 deducts 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)

APPENDIX H

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

APPENDIX I

IRS NOTICE 1015

IRS NOTICE 1015

Latest version is at the IRS website at:
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 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 8, 2021.

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 Forms 1040 and 1040-SR.

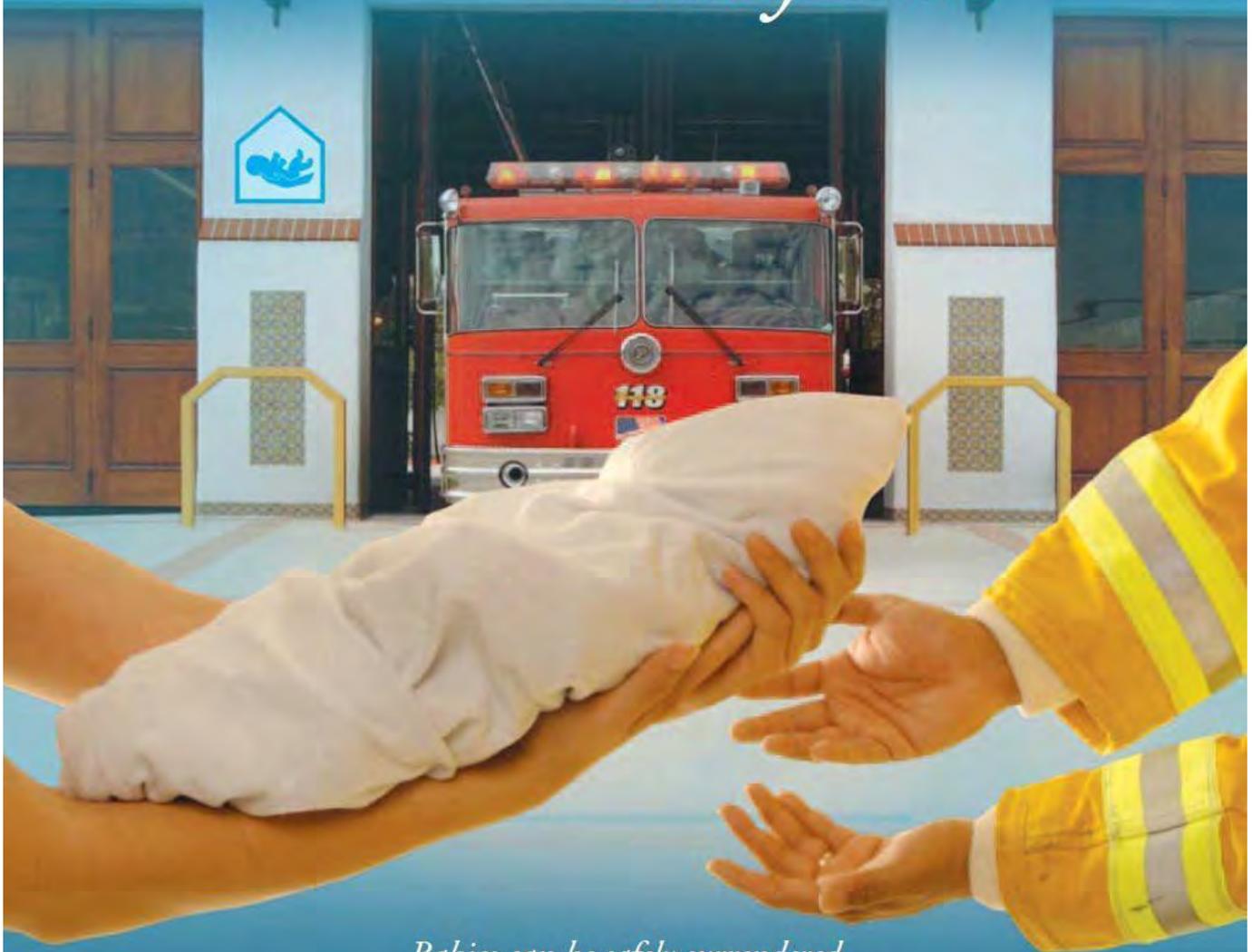
How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 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 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

APPENDIX J

SAFELY SURRENDERED BABY LAW

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



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

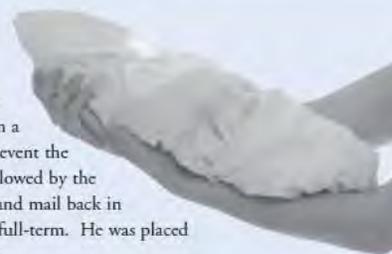
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 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.



APPENDIX K

INTENTIONALLY OMITTED

APPENDIX L

INTENTIONALLY OMITTED

APPENDIX M

INTENTIONALLY OMITTED

APPENDIX N

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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.

APPENDIX O

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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.)