



# **DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

## **REQUEST FOR PROPOSALS (RFP) #22-0055 FOR ADOPTION PROMOTION AND SUPPORT SERVICES**

**Prepared By  
County of Los Angeles**

**October 25, 2023**

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#### APPENDICES

- A     Contract:** Identifies the terms and conditions in the contract.
- B     Required Forms:** Forms that must be completed and included in the proposal.
- C     Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D     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.



## 1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

<b>RFP Release Date</b>	October 25, 2023
<b>RFP Contact</b>	Jeannie Moc Herrera via email: <a href="mailto:HerreJ3@dcfs.lacounty.gov">HerreJ3@dcfs.lacounty.gov</a>
<b>Solicitation Requirements Review (SRR) Request Due</b>	November 8, 2023 by 5:00 PM (Pacific Standard Time)
<b>Virtual Proposer's Conference</b>	November 28, 2023 at 10:00 AM (Pacific Standard Time)  To register for the Virtual Proposer's Conference, please follow this link: <a href="http://contracts.dcfcs.lacounty.gov">http://contracts.dcfcs.lacounty.gov</a>
<b>Written Questions Due</b>	November 28, 2023 by 5:00 PM (Pacific Standard Time)
<b>Questions and Answers Released via Addendum</b>	On or about December 18, 2023
<b>Proposals Due</b>	On or before 12:00 PM (Pacific Standard Time) on February 13, 2024
<b>Anticipated Contract Term</b>	January 1, 2025 through June 30, 2026 with an option to extend for three (3) additional one (1) year periods from July 1, 2026 through June 30, 2029
<b>Minimum Mandatory Requirements</b>	<p>1. Proposer must submit their proposal(s) for ADOPTION PROMOTION AND SUPPORT SERVICES by 12:00 PM, Pacific Standard Time, on Tuesday, February 13, 2024.</p> <p>2. Proposer must have, or be willing to establish, a service office located within the SPA for which a proposal is being submitted. The address of Proposer's service office must be included in the proposal.</p>

	<p>3. Proposer must demonstrate a minimum of two (2) years within the last three (3) years administering Federal, State, County or City contracts.</p> <p>4. Proposer must have a minimum of five (5) years of experience within the last seven (7) years providing adoption-focused services including Referrals, Case Management, Therapy, Parenting Education, Mentor Program, and Support Groups.</p> <p>5. Proposer must be a non-profit social service organization or public entity and be tax exempt under 501(c)(3) of the Internal Revenue Code for a period of at least two (2) years prior to the proposal due date for this RFP.</p> <p>6. If Proposer's compliance with a County contract has been reviewed by the Department of Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contract County department, and remain unpaid for six (6) 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.</p>
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## **2.0 INTRODUCTION**

- 2.1** The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals for contracts with organizations that can provide Adoption Promotion and Support Services (APSS). A total of eight (8) contracts will be awarded, one in each Service Planning Area (SPA) throughout Los Angeles County.
- 2.2** DCFS' vision 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 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.
- 2.3** 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 is reflected in the Countywide Prevention Plan.

## **3.0 PURPOSE**

### **3.1 Statement of Work**

Contractor will be expected to implement the requirements outlined in Exhibit A, Statement of Work (SOW) and Attachments, of Appendix A (Contract) of this RFP.

### **3.2 Contract: County Terms and Conditions**

Contractor will be expected to implement the requirements outlined in Appendix A (Contract) of this RFP.

#### **3.2.1 Anticipated Contract Term**

The contract term is anticipated to be for an initial period of eighteen (18) months with three (3) optional one-year periods. The contract is anticipated to commence on January 1, 2025 following Board of Supervisors' award. There is an option to extend for three (3) additional one (1) year periods, from July 1, 2026 through June 30, 2029. 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.

#### **Contract Rates**

The Contractor's rates will remain firm and fixed for the term of the contract.

The Maximum Annual Contract Amount for these contracts will be \$3,003,500, financed with ninety percent (90%) Federal funds, one percent (1%) State funds, and nine percent (9%) County funds. A total of eight (8) contracts will be awarded, one in each Service Planning Area (SPA) throughout Los Angeles County.

The APSS funding allocations per SPA are as follows:

SPA	Funding Allocations per SPA
1	\$330,000
2	\$417,000
3	\$688,400
4	\$180,000
5	\$389,200
6	\$407,000
7	\$388,500
8	\$203,400

**Total:** \$3,003,500

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

### **CONTRACT AWARDS**

The number of contracts will be limited to a maximum of one (1) per agency, one (1) per SPA. **Agencies will not receive multiple contracts.** The County reserves the right to limit the number of contract awards to one (1) for any agency that submits a proposal for this solicitation in order to:

- Support a diverse provider base;
- Encourage a concentrated focus on collaboration and the building of strong community partnerships that service to strengthen and preserve families; and
- Ensure that agencies are not overextended and have the necessary resources to meet the contract requirements.

The County reserves the right to negotiate with any resulting top ranked agency.

### **Days of Operation**

The Contractor will be required to provide Adoption Promotion and Support Services Monday through Friday and a minimum of four (4) hours on either Saturday or Sunday in the Service Planning Area they are contracted to serve. Contractor will adhere to the following hours of operation: Monday through Friday from 8:00 a.m. to 5:00 p.m.; non-traditional hours Monday through Friday from 5:01 p.m. to 8:00 p.m.; and Saturday or Sunday from 9:00 a.m. to 1:00 p.m. The Contractor is not required to provide services on [County-recognized holidays](#).

#### **3.2.2 Indemnification and Insurance**

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

## **4.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) are invited to submit a proposal(s), provided they meet the following minimum mandatory requirements at the time of proposal submission:

- 4.1** Proposer must submit their proposal(s) for Adoption Promotion and Support Services by 12:00 PM, Pacific Standard Time, on February 13, 2024.
- 4.2** Proposer must have, or be willing to establish, a service office located within the SPA for which a proposal is being submitted. The address of the Proposer's service office must be included in the proposal.
- 4.3** Proposer must demonstrate a minimum of two (2) years within the last three (3) years administering Federal, State, County or City contracts.
- 4.4** Proposer must have a minimum of five (5) years of experience within the last seven (7) years providing adoption-focused services including Referrals, Case Management, Therapy, Parenting Education, Mentor Program, and Support Groups.
- 4.5** Proposer must be a non-profit social service organization or public entity and be tax exempt under 501(c)(3) of the Internal Revenue Code. Proposer must have been ruled an exempt entity by the IRS for a period of at least two (2) years prior to the proposal due date for this RFP.
- 4.6** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Proposer must

not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six (6) 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.

## **5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **5.1 Representations Made Prior to Contract Execution**

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.

### **5.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board 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.

### **5.3 County's Option to Reject Proposals**

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 will 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.

### **5.4 County's Right to Amend Request for Proposals**

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 will 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 will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **5.5 Background and Security Investigations**

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.

## **6.0 NOTIFICATION TO PROPOSERS**

### **6.1 Public Records Act**

**6.1.1** Responses to this solicitation will 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) the Department receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) the Department 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".

**6.1.2** The County will 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 will 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.

**6.1.3** 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.

## **6.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to:

Department of Children and Family Services  
Contracts Administration Division  
**Attention:** Jeannie Moc Herrera, Contract Analyst  
**Email:** [HerreJ3@dcfs.lacounty.gov](mailto:HerreJ3@dcfs.lacounty.gov)

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.

## **6.3 Mandatory Requirement to Register on County's WebVen**

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/>

## **6.4 Protest Policy Review Process**

**6.4.1** 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 6.4.3 (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 Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

**6.4.2** 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.

### **6.4.3 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:



- 6.4.3.1** Solicitation Requirements Review (referenced in Paragraph 10.1)
- 6.4.3.2** Disqualification Review (referenced in Paragraph 10.2)
- 6.4.3.3** Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

## **6.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

## **6.6 Determination of Proposer Responsibility**

- 6.6.1** 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.
- 6.6.2** 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 must not be the basis of a determination that the Proposer is not responsible.
- 6.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, 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.
- 6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the Proposer in writing of the

evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will 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.

**6.6.5** If the Proposer presents evidence in rebuttal to the Department, the Department will 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 will reside with the Board.

**6.6.6** These terms will also apply to proposed Subcontractors of Proposers on County contracts.

## **6.7 Proposer Debarment**

**6.7.1** 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 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. These terms will also apply to proposed Subcontractors of Proposers on County contracts.

**6.7.2** A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **6.8 Improper Considerations**

### **6.8.1 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 must 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.

#### **6.8.2 Notification to County**

A Proposer must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544 6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

#### **6.8.3 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.

### **6.9 County Lobbyist Ordinance**

The County 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.

### **6.10 Consideration of GAIN/START Participants for Employment**

**6.10.1** As a threshold requirement for consideration for contract award, Proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access

to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

- 6.10.2** Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

## **6.11 Jury Service Program**

- 6.11.1** 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 review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (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.

- 6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 2 (Certification of Compliance) of Appendix B (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.

## **6.12 Pending Acquisitions/Mergers by Proposing Company**

The Proposer must 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 must be provided by the Proposer in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a

continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

## **6.13 Charitable Contributions Compliance**

**6.13.1** 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 D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting 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) also have specific audit requirements.

**6.13.2** 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 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.

**6.13.3** Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) 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](#)).

## **6.14 Defaulted Property Tax Reduction Program**

**6.14.1** 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 reference 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 Property Tax Deduction Program) of Appendix A (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.

**6.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (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](#)).

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

#### **6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking**

**6.15.1** On October 4, 2016, the County 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.

**6.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

#### **6.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

**6.16.1** 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 must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**6.16.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must 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.



- 6.16.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 6.16.4** 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), will decide whether to approve exemption requests.
- 6.17 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**
- 6.17.1** On May 29, 2018, the County 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](#).
- 6.17.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Contract. Further, Contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.
- 6.18 Prohibition from Participation in Future Solicitation(s)**
- A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).
- 6.19 Community Business Enterprise (CBE) Participation**
- The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 5 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Proposer must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## **6.20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)**

**6.20.1** Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Proposer's response to this RFP, Proposer must submit a certification, as set forth in Exhibit 9 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a proposal response to this RFP identify prospective Subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

**6.20.2** Failure to provide the required certification may eliminate Proposer's response to RFP from consideration.

**6.20.3** In the event that Proposer and/or its Subcontractor(s) is or are unable to provide the required certification, Proposer instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the



Proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFP.

- 6.20.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the proposal response to this RFP is appropriate under the federal law.

## **7.0 COUNTY'S PREFERENCE PROGRAMS**

### **7.1 Overview of County's Preference Programs**

- 7.1.1** The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). For this RFP, due to federal funding, the LSBE does not apply. The Board 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.
- 7.1.2** The Preference Programs (DVBE and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2 and 7.3 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.
- 7.1.3** In no case will the Preference Programs (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.
- 7.1.4** 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 DVBE or SE when not qualified.

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

- 7.2.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 7.2.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

- 7.2.3** Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

**7.3 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 7.3.1** The County will apply the DVBE 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](#).
- 7.3.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.3.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their DVBE certification approval letter from the DCBA with their proposal.

**7.4 Preference Program Enterprises (PPEs) - Prompt Payment Program**

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

**8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION**

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

**8.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Department’s sole judgment and their judgment will be final. All proposals must 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.

**8.2 Proposers’ Questions**

- 8.2.1** Proposers may submit written questions regarding this RFP by e-mail to: Jeannie Moc Herrera at [HerreJ3@dcfs.lacounty.gov](mailto:HerreJ3@dcfs.lacounty.gov). All questions must be received by the date and time specified in Paragraph 1.0

(Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

- 8.2.2** When submitting questions, please specify the RFP, 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.

### **8.3 Proposers' Conference**

- 8.3.1** A Virtual Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential Proposers. The conference is scheduled as follows:

Date: Tuesday, November 28, 2023  
Time: 10:00 AM (Pacific Standard Time)

#### **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.**

- 8.3.2** To register for the Virtual Proposer's Conference, please follow this link:  
**<http://contracts.dcfs.lacounty.gov>**

### **8.4 Preparation of the Proposal**

Proposal(s) must be comprised of five (5) electronic files in Portable Document Format (PDF). The five (5) electronic PDF files must be submitted via electronic mail (e-mail) to [APSSRFP22-0055@dcfs.lacounty.gov](mailto:APSSRFP22-0055@dcfs.lacounty.gov) by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected as nonresponsive without review at the County's sole discretion.

All five (5) PDF files are required for each Service Planning Area the Proposer plans to provide Adoption Promotion and Support Services.

- 8.4.1** All proposals must be submitted via email in the prescribed format below:

- 8.4.1.1** Proposers must submit five (5) electronic PDF files in their proposal submission email(s) as follows:

- 1) Business Proposal (Narrative, Required Forms, Exhibit 11);
- 2) Cost Proposal (Required Forms, Exhibits 12 through 15);
- 3) Three (3) years of Audited Financial Statements;
- 4) Required Forms (Exhibits 1 through 10); and
- 5) Corporate Documents

- 8.4.1.2 The electronic files must be titled as follows: APSSRFP22-0055, the organization's name, and the Service Planning Area where the proposer plans to provide services, and identify the files listed in 8.4.1.1 (i.e. APSSRFP22-0055, ABC Agency, SPA 1, Narrative).
- 8.4.1.3 Each page must be clearly and consecutively numbered within each electronic file.
- 8.4.1.4 Proposer must submit separate emails for each Service Planning Area they intend to submit a proposal. For example, if Proposer submits three (3) proposals for three (3) separate Service Planning Areas, three (3) separate emails are required for each proposal submission, which must include the five (5) electronic files listed in 8.4.1.1.
- 8.4.1.5 **Proposers should plan for any delays or computer system failure and avoid submitting proposals at minimum 30 minutes before the deadline. Any proposal(s) received at 12:01 PM on February 13, 2024 will be immediately rejected.**
- 8.4.1.6 Proposers must set up a delivery receipt for each of their email submissions. Proposers must keep delivery receipts and acknowledgment email from DCFS for their records.

## **8.5 Business Proposal Requirements and Evaluation Criteria (80%)**

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

### **Business Proposal Format:**

Business Proposal Narrative Required Form, Exhibit 11 will be limited to 1,000 words per response.

### **8.5.1 Proposer's Qualifications (Section B) (38%)**

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 this paragraph.

#### **8.5.1.1 Proposer's Background and Experience (Section B.1)**

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity.

**8.5.1.1.1** Proposer must demonstrate their experience in providing adoption services to the following target populations:

- a. Children or non-minor dependents that could benefit from a more permanent plan of adoption;
- b. Children or non-minor dependents who are hesitant about adoption;
- c. Matched and unmatched children, caregivers and families involved in the DCFS/Probation adoption process, including pre-adoption activities, or participating in the Resource Family Approval process;
- d. Children, non-minor dependents or families in need of support and services before and after adoption finalization, up until the youngest prospective adoptive or adopted child is age twenty-one (21);
- e. Adoption Assistance Program (AAP) benefit recipients who were prior dependents of Los Angeles County DCFS/Probation or have been determined eligible and receive benefits through Los Angeles County DCFS AAP; and
- f. Los Angeles County DCFS/Probation Kin-GAP recipients who wish to explore adoption of a prior or current DCFS/Probation dependent child.

**8.5.1.1.2** Proposer must demonstrate their experience in building and maintaining networks with community partners for the Service Planning Area they propose to serve.

**8.5.1.1.3** Proposer must demonstrate their experience assessing for the need for adoption-focused parenting education and family therapy; and describe their understanding of and experience with how adoption issues impact parenting and family functioning.

## **8.5.1.2 Proposer's List of References (Section B.2)**

Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 7 (List of

References). 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.

Proposer must provide five (5) references where the same or similar scope of services was provided to demonstrate that the Proposer meets the Minimum Mandatory Requirements identified in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Additionally, Proposer must include all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 7 (List of References) and Exhibit 8 (List of Contracts), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal. Proposer may use additional sheets, if necessary.

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate.

The County will email an electronic survey to all references listed in Exhibit 7 (List of References) within 5-10 business days after the proposal submission deadline. Three (3) attempts will be made to reach a Proposer's reference during the business hours of Monday through Friday, from 8:00 a.m. to 5:00 p.m.

- 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 attempt will be a phone call to the reference contact letting them know that they have received two (2) emails with a link to respond to the survey link, with a follow-up email from the caller. If the reference contact is not reached after three (3) attempts, the reference contact will be considered non-responsive.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- 1) References fail to substantiate Proposer's description of the services provided; or
- 2) References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) 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.

**8.5.1.3 Proposer's Debarment History and List of Terminated Contracts**

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

**8.5.1.4 Proposer's Financial Capability (Section B.3)**

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's three (3) most current fiscal years financial statements i.e. fiscal years ending 2022, 2021, and 2020. At least one (1) of the financial statements must be an audited financial statement within eighteen (18) months old at the time of the proposal submission for this RFP. 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. 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.

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

The County will conduct a review of Proposer's pending litigation and judgments. Proposer must 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. Additionally, Proposer must provide a

statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. Points could be deducted as a result and magnitude of the pending litigation and judgments.

**8.5.2 Proposer's Approach to Providing Required Services (Section C) (30%)**

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this paragraph.

Proposer must 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 requirements outlined in Exhibit A (SOW and Attachments).

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

- 8.5.2.1** Proposer must describe their approach and provide examples of identifying and servicing the target population.
- 8.5.2.2** Proposer must describe a plan to provide funding, either Medi-Cal or other funding sources, in support of their adoption-focused and/or adoption-informed individual therapy to the target population.
- 8.5.2.3** Proposer must describe their method in providing services which align with the Seven Core Issues in Adoption.
- 8.5.2.4** Proposer must describe their adoption-focused mentoring program, including recruitment, training, and compensation of mentors.
- 8.5.2.5** Proposer must describe their approach to offering support groups at a minimum of once monthly and bilingual Spanish-speaking groups in compliance with the requirements of the SOW to the following:
  - a.** Adult support group;
  - b.** Child adoption-focused support group; and
  - c.** Bilingual Spanish-speaking support group
- 8.5.2.6** Proposer must describe their approach to providing adoption-focused quarterly trainings to the community and adoption professionals.



**8.5.2.7** Proposer must describe their plan to provide documentation of services provided, including therapy services, as part of the service reports submitted to DCFS as follows:

- a. Client counts;
- b. Number of sessions; and
- c. Full documentation (excluding actual therapy notes)

**8.5.3 Proposer's Quality Assurance Plan (Section D) (12%)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Assurance Plan (QAP) to ensure the requirements of this Contract are provided as specified. Evaluation of the QAP must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this paragraph.

Proposer must present a comprehensive QAP to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Contract).

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

**8.5.3.1** Proposer must describe their method in providing services in accordance with the Integrated Core Practice Model as follows:

- a. Engaging;
- b. Teaming;
- c. Assessing/Understanding;
- d. Planning/Intervening; and
- e. Tracking/Adapting

**8.5.3.2** Proposer must describe their methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

**8.5.3.3** Proposer must describe their protocol to ensure uninterrupted services to APSS clients in the event of work stoppage or emergent staffing shortage due to the following:

- a. Illness;
- b. Vacation and absences; and

c. Pandemic

**8.5.4 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments (Section E)**

**8.5.4.1** It is the duty of every Proposer to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated on their willingness to accept the terms and conditions outlined in Appendix A (Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).

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 Contract and the County's requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. 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.

**8.5.4.2** Section E of Proposer's response must include:

- 1)** A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Contract).
- 2)** A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Contract); and for each exception, the Proposer must 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.

**8.5.4.3** Indicate all exceptions to the Contract and/or the Statement of Work by providing a 'red-lined' Word 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 make changes to the Contract and its appendices and exhibits at its sole discretion.

## **8.5.5 Business Proposal Required Forms and Corporate Documents (Section F)**

**8.5.5.1** Proposal must include all completed, signed, and dated forms identified in Appendix B.

### **Required Forms**

- |            |   |
|------------|---|
| Exhibit 1  | Organization Questionnaire/Affidavit  |
| Exhibit 2  | Certification of Compliance   |
| Exhibit 3  | Request for Preference Consideration  |
| Exhibit 4  | Debarment History and List of Terminated Contracts  |
| Exhibit 5  | Community Business Enterprise (CBE) Information   |
| Exhibit 6  | Minimum Mandatory Requirements  |
| Exhibit 7  | List of References  |
| Exhibit 8  | List of Contracts   |
| Exhibit 9  | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (federally funded solicitations) |
| Exhibit 10 | Declaration   |

### **Business Proposal**

- |            |                               |
|------------|-------------------------------|
| Exhibit 11 | Business Proposal (Narrative) |
|------------|-------------------------------|

### **Cost Proposal**

- |            |                                       |
|------------|---------------------------------------|
| Exhibit 12 | Price Sheet                           |
| Exhibit 13 | Line Item Budget                      |
| Exhibit 14 | Budget Narrative                      |
| Exhibit 15 | Service Planning Area Preference Form |

## **8.5.5.2 Corporate Documents**

**1)** Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

- A copy of a “Certificate of Good Standing” with the state of incorporation/organization.

- 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.

**2) 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.

**3) Exemption Determination or Affirmation Letter:**

The Proposer must submit a copy of an Exemption Determination or Affirmation Letter confirming the Proposer is tax exempt under 501(c)(3) of the Internal Revenue Code for a period of at least two (2) years prior to the proposal due date for this RFP.

## **8.6 Cost Proposal Requirements and Evaluation (20%)**

Proposer must submit a separate Cost Proposal for each Service Planning Area for which they are applying in the format described below, both as to the sequence and as to content. Failure to comply with these provisions may, at the sole discretion of the DCFS Director, 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. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an obligation to engage in cost effective undertakings to achieve potential savings.

All Proposers’ Cost Proposals will be evaluated by subject matter experts 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.

### **8.6.1 Evaluation of Cost**

The maximum number of possible points will be awarded to bids which fall within ten percent (10%) of the average cost in each Service Planning Area, not to exceed the maximum annual funding amount. Fewer points will be awarded to those bids that fall within 10.1-20% of the average cost in each Service Planning Area. Lesser points will be awarded to those bids that fall within 20.1-30% of the average cost in each Service Planning Area. No points will be awarded to those bids that fall outside the 30.1% from the average cost within each Service Planning Area.

Evaluation of the Line Item Budget and Budget Narrative will be conducted to ensure computations are correct and explanations/descriptions of cost demonstrate how the Proposer will fulfill the requirements of the Contract.

#### **8.6.2 Preference Points**

Should one or more of the Proposers request and be granted the 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 will any preference be combined to exceed fifteen percent (15%) of the total cost points awarded to the responsible bid meeting specifications.

**8.6.2.1** The number of points assigned to the evaluation of the Cost Proposal will be determined based on the total proposed annual cost on Exhibit 12 (Price Sheet) in Appendix B (Required Forms).

**8.6.2.2** Instructions for completing Exhibit 12 (Price Sheet) are as follows:

- 1)** One (1) Price Sheet must be submitted for each Service Planning Area for which services are being proposed.
- 2)** SPAs are described in terms of zip codes in Technical Exhibit 10.
- 3)** Proposer must furnish all personnel, labor and materials necessary for APSS. Said work must be done for the period prescribed and the manner set forth in the APSS Statement of Work.
- 4)** Proposed total annual cost must be inclusive of direct and indirect cost of providing service(s).
- 5)** Exhibit 13 (Line Item Budget) and Exhibit 14 (Budget Narrative) must reflect how the Proposer arrived at the total price.

#### **8.7 Firm Offer-Withdrawal of Proposal**

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.

Proposals must be submitted as follows:

Five (5) electronic PDF files for the Business and Cost Proposals must be submitted via electronic mail (e-mail) to [APSSRFP22-0055@dcfs.lacounty.gov](mailto:APSSRFP22-0055@dcfs.lacounty.gov) by 12:00 PM, Pacific Standard Time, on February 13, 2024. 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 Cost Proposal are required for each Service Planning Area the Proposer plans to provide services.

## **8.8 Proposal Submission**

Proposals must be submitted as follows:

Five (5) electronic PDF files for the Business and Cost Proposals must be submitted via electronic mail (e-mail) to [APSSRFP22-0055@dcfs.lacounty.gov](mailto:APSSRFP22-0055@dcfs.lacounty.gov) by 12:00 PM, Pacific Standard Time, on February 13, 2024. 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 Cost Proposal are required for each Service Planning Area the Proposer plans to provide services.

**8.8.1** Proposal(s) must include a total of five (5) separate electronic PDF files for each submission. Proposal(s) must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

**To:** [APSSRFP22-0055@dcfs.lacounty.gov](mailto:APSSRFP22-0055@dcfs.lacounty.gov)

**Subject:** Proposal for APSS RFP #22-0055, Proposer's Name, SPA #

**8.8.1.1** Proposal files must state the title of the RFP (APSSRFP22-0055), the organization's name, and the Service Planning Area where the Proposer plans to provide Adoption Promotion and Support Services. All proposals must be submitted via email in the prescribed format below:

**8.8.1.2** Proposers must submit five (5) electronic PDF files in their proposal submission email(s) as follows:

- 1)** Business Proposal (Narrative, Required Form, Exhibit 11)
- 2)** Cost Proposal (Required Forms, Exhibits 12 through 15)
- 3)** Three (3) years of Audited Financial Statements;
- 4)** Required Forms (Exhibits 1 through 10, and Corporate Documents); and
- 5)** Corporate Documents

- 8.8.1.3** Each page must be clearly and consecutively numbered within each electronic file.
  - 8.8.1.4** Multiple proposals are required for multiple Service Planning Area submissions. Separate emails of all of the files are required for each proposal submission. For example, if Proposer submits proposals for three (3) separate Service Planning Area, three (3) separate emails are required for each of the proposal submissions, which must include all five (5) electronic files listed in 8.8.1.2.
  - 8.8.1.5** **Proposals should plan for any delays or computer system failure and avoid submission proposals at minimum 30 minutes before the deadline. Any proposal(s) received at 12:01pm on February 13, 2024 will be immediately rejected.**
  - 8.8.1.6** Proposers must ensure that delivery receipts are included with each of their emails when submitting their proposals. Proposers must keep delivery receipts and acknowledgment email from DCFS for their records.
- 8.8.2** No hard copies delivered in person or facsimile (faxed) responses will be accepted. All proposal documentation must be attached, not linked.
- 8.8.3** The Business Proposal must be in searchable Adobe PDF format (Required Forms, Exhibit 11), with all confidential, proprietary and trade secret information redacted, as part of the proposal submission. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as “Trade Secret”, “Confidential”, or “Proprietary”, are not acceptable, and will be rejected in the sole discretion of the County.
- 8.8.4** It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.
- 8.8.5** All proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

## **9.0 SELECTION PROCESS OVERVIEW**

## **9.1 Selection Process**

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 the date outlined in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Contractor.

## **9.2 Adherence to Minimum Mandatory Requirements (Pass-Fail)**

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), and Exhibit 7 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Failure of the Proposer to comply with the Minimum Mandatory 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.

### **Evaluation of Business and Cost Proposals**

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

### **Determination of Highest-Overall Rated Proposer**

The County will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board 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 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.



## **10.0 PROTEST PROCESS OVERVIEW**

### **10.1 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation. A request for a SRR may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

- 10.1.1** The request is made within the time frame identified in the solicitation document. For this RFP, the SRR is due November 8, 2023 by 5:00 PM, Pacific Standard Time.
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
  - 10.1.4.1** Application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
  - 10.1.4.2** Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

### **10.2 Disqualification Review**

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 will 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:

- 10.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 10.2.2** 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 must be completed, and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 6.6 (Determination of Proposer Responsibility).

### **10.3 Department's Proposed Contractor Selection Review**

#### **10.3.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department will 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 will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers will 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 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

#### **10.3.2 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 this Paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will 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:

**10.3.2.1** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

**10.3.2.2** 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:

- 1)** The Department materially failed to follow procedures specified in its solicitation document. This includes:
  - Failure to correctly apply the standards for reviewing the proposal format requirements.
  - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
  - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2)** 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.
- 3)** A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4)** Another basis for review as provided by state or federal law; and

**10.3.2.3** 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 will 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 will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Paragraph 10.4 (County Independent Review) below).

#### **10.4 County Independent Review**

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:

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** 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 10.3.2 (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**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR ADOPTION PROMOTION AND SUPPORT SERVICES  
ASSISTANCE LISTING #93.556**

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### **STANDARD EXHIBITS**

<b>A</b>	Statement of Work and Attachments
<b>B</b>	Price Sheet (Not Attached to Contract)
<b>C</b>	Line Item Budget and Budget Narrative (Not Attached to Contract)
<b>D</b>	County's Administration
<b>E</b>	Contractor's Administration
<b>F</b>	Form(s) Required at the Time of Contract Execution
<b>F1</b>	Contractor Acknowledgement and Confidentiality Agreement
<b>F2</b>	Contractor Employee Acknowledgement and Confidentiality Agreement
<b>F3</b>	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
<b>G</b>	Safely Surrendered Baby Law
<b>H</b>	Auditor-Controller's Handbook
<b>I</b>	User Complaint Report (UCR)
<b>J</b>	Federal Award Identification
<b>K</b>	Confidentiality of CORI Information

### **UNIQUE EXHIBITS**

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

<b>L</b>	Charitable Contributions Certification
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### **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

<b>M</b>	Information Security and Privacy Requirements
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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR)  
FOR  
ADOPTION PROMOTION AND SUPPORT SERVICES**

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

**RECITALS**

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

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

WHEREAS, County has determined that the services to be provided under this Contract are necessary to provide support to children and adoptive families so that they can make a lifetime commitment to ensure permanency for children, thereby expediting the adoption process, and reducing disruption and dissolutions of adoptions and the number of children waiting out-of-home care; and

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:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A through M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

Exhibit A	Statement of Work and Attachments
Exhibit B	Price Sheet (Not attached to Contract)
Exhibit C	Line Item Budget and Budget Narrative (Not attached to Contract)
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor-Controller's Handbook
Exhibit I	User Complaint Report (UCR)
Exhibit J	Federal Award Identification
Exhibit K	Confidentiality of CORI Information

### **Unique Exhibits:**

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

Exhibit L	Charitable Contributions Certification
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### **Information Security and Privacy Requirements**

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

## **2.0 DEFINITIONS**

### **2.1 Standard Definitions**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as

used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 Contractor's Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County:** The Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.1.6 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.7 County's Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 County's Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 DCFS:** The County's Department of Children and Family Services.
- 2.1.12 Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.13 Director:** The County's Director of Children and Family Services.
- 2.1.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.15 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.16 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.17 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be for an initial eighteen (18) month period commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods, for a maximum total Contract term of four (4) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of DCFS or designee as authorized by the Board of Supervisors.

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

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).
- 4.4** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor sixty (60) days prior to the expiration of the contract term,

for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new contract.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

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

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

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

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

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

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

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

### **5.5 Invoices and Payments**

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

**5.5.2** The Contractor's invoices (SOW Technical Exhibit 17, APSS Invoice Template) must be priced in accordance with Exhibit B (Price Sheet).

Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

**5.5.3** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.4** All invoices under this Contract must be submitted in two (2) copies to the following address:

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

**5.5.5 County Approval of Invoices**

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

**5.5.6** Contractor must submit a monthly invoice (SOW Technical Exhibit 17, APSS Invoice Template) in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) days after the last day of the month the services were rendered will constitute as "past due invoice." Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which services were rendered. County may, in its sole discretion, pay some or 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 timeframes will also apply to the submission of the Contractor's final invoice.

**5.5.7** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements



for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.

- 5.5.8** Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.
- 5.5.9** In compliance with the Internal Revenue Service (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor-Controller.
- 5.5.10** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County or any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments which exceeds the Maximum Annual Contract Sum for the corresponding contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.11** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceeds the Maximum Annual Contract Sum for said contract year.
- 5.5.12** Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.13** County and Contractor agree that this is a firm-fixed priced price contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Price Sheet, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.

- 5.5.14** Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.15** Contractor's Budget is attached hereto and incorporated by reference here in as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects, and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 5.5.16** Contractor, without prior approval of County, may reallocate up to a maximum of 10 percent (10%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel, and indirect costs) of Contractor's approved budget. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.
- 5.5.17** Contractor must limit administrative and indirect costs to 10 percent (10%) of the total expenditures of the contract funds.
- 5.5.18 Preference Program Enterprises - Prompt Payment Program**  
Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

**5.6 Intentionally Omitted**

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

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

- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

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

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

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

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

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

- 6.3.1** Meeting with the Contractor's Program Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

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

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

### **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

#### **7.2 Contractor's Program Manager**

**7.2.1** The Contractor's Program Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

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

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

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

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

#### **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's and subcontractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be

limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

**7.5.3** These terms will also apply to subcontractors of County contractors.

**7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

**7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including,

without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

**7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

**7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

**7.6.7 Confidentiality Requirements for Probation**

**7.6.7.1** By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the Contractor's care and possession is confidential, and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

**7.6.7.2** Contractor's employees must be given copies of all cited code sections and Confidentiality of CORI Information (Exhibit K) to sign regarding confidentiality of the information in the juvenile records. Copies of the form must be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or designee.

- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or designee.
- 8.1.3** The DCFS Director or designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or designee.

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

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.1 Complaint Procedures**

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



- 8.5.1.6** The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.7** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.8** Copies of all written responses must be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion,

ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

**8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

**8.8.2.2** For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the

Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

**8.8.2.3** If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

**8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

**8.12 Contractor Responsibility and Debarment**

**8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

#### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

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

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

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

to object to the tentative proposed decision prior to its presentation to the Board.

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

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

These terms will also apply to subcontractors of County contractors.

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

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

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include

improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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



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

#### **8.19 Fair Labor Standards**

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

#### **8.20 Force Majeure**

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

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

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

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

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

## **8.22 Independent Contractor Status**

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

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

**8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

## **8.23 Indemnification**

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

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

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

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

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

**8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

**8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

**8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor,

its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division, Section 2  
Attention: Jeannie Moc Herrera, Contract Analyst  
[ContractorInsurance@dcfs.lacounty.gov](mailto:ContractorInsurance@dcfs.lacounty.gov)  
[HerreJ3@dcfs.lacounty](mailto:HerreJ3@dcfs.lacounty)

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

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

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

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of

cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

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

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

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

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

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

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

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

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

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

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

**8.24.14 Alternative Risk Financing Programs**

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

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

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

## **8.25 Insurance Coverage**

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

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

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### **8.25.4 Unique Insurance Coverage**

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

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

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

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

**8.25.4.3 Intentionally Omitted**

**8.25.4.4 Intentionally Omitted**

**8.25.4.5 Intentionally Omitted**

**8.25.4.6 Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.25.4.7 Intentionally Omitted**

**8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the



amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their 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 will be agreed upon at such time and that that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** Contractor certifies to the County each of the following:
- 8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

**8.29 Non Exclusivity**

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

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

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

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

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

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

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

### **8.34 Notices**

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

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

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public

Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

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

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

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

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

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards,

sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5** Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
  - 8.40.2.1** A description of the work to be performed by the subcontractor.
  - 8.40.2.2** A draft copy of the proposed subcontract; and
  - 8.40.2.3** Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required

by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Adoption Promotion and Support Services Program Manager  
510 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

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

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

**8.42 Termination for Convenience**

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
  - 8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and
  - 8.42.2.2** Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).



## **8.43 Termination for Default**

- 8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:
- 8.43.1.1** Contractor has materially breached this Contract; or
  - 8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

#### **8.44 Termination for Improper Consideration**

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

#### **8.45 Termination for Insolvency**

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

**8.45.1.2** The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

**8.45.1.3** The appointment of a Receiver or Trustee for the Contractor;  
or

**8.45.1.4** The execution by the Contractor of a general assignment for the benefit of creditors.

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

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

## **8.50 Warranty Against Contingent Fees**

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

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

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

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

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

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

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

## **8.53 Time Off for Voting**

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

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.57 Compliance with the County Policy of Equity**

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

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

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

participation in the County solicitation or the termination or cancellation of any resultant County contract.

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

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

#### **8.60 Intentionally Omitted**

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

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

**9.2.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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

**9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

**9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose

to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

### **9.3 Patent, Copyright and Trade Secret Indemnification**

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

- 9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

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

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

### **9.4 Data Destruction**

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the

National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization available at:

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

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

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

#### **9.5 Contractor's Charitable Activities Compliance**

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

#### **9.6 Intentionally Omitted**

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

**9.7.2** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

**9.7.3** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

**9.7.4** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a



County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

**9.7.5** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

**9.7.5.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

**9.7.5.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

**9.7.5.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**9.13 Contractor Accounting and Financial Reporting**

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

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

#### **9.14 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.

#### **9.15 Child Abuse Prevention Reporting**

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

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

**9.15.2.1** 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.

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

**9.15.2.3** The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

#### **9.16 Conduct of Program**

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

## **9.17 Employee Benefits and Taxes**

- 9.17.1** Contractor must be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 9.17.2** County will have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

## **9.18 Fixed Assets**

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

## **9.19 Former Foster Youth Consideration**

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

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
1933 S. Broadway, 6<sup>th</sup> Floor, Los Angeles, CA 90007  
[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

- 9.19.1.1** The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptable for applications, and any special circumstances relevant to the hiring procedure for said position(s).

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

## **9.20 Office Location**

**9.20.1** Contractors must have a service office location which will be convenient for the majority of clients living in their contracted Service Planning Area.

**9.20.1.1** Within thirty (30) days of contract start date, Contractors must have their required service office location in place.

## **9.21 Hours of Operation**

**9.21.1** Contractor's service providers and delivery sites must, to the extent possible, make services available during non-traditional hours to remove barriers to family participation. Contractor must adhere to the following hours of operation:

**9.21.1.1** Service delivery regular hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

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

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

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

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

**9.21.5** Contractor must not be required to work on the following County holidays:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez Day (Last Monday in March)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)

- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving Day)
- Christmas Day (December 25)

## **9.22 Contract Negotiations**

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

## **9.23 Contractor Mandatory Orientation**

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

## **9.24 Shred Documents**

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

**9.24.2** 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.

## **9.25 Use of Funds**

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

## **9.26 State Energy Conservation Plan**

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

## **9.27 Federal Award Information**

Title 2, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.332, requires the County to provide Contractors with the details of every federal award and sub-award, as referenced on Exhibit J, Federal Award Information.

Payment for this Contract will be with 90% federal funds.

## **9.28 Contractor Protection of Electronic County Information**

### **9.28.1 Data Encryption**

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1789.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPPA), 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; (d) NIST Special Publication 800-11 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 with 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 must maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports will 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 subparagraph 9.28.1 (Data Encryption) will constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

## **10 Survival**

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience

Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival



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

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

**COUNTY OF LOS ANGELES**

**CONTRACTOR**

XXXX

Name of Agency

By: \_\_\_\_\_  
Brandon T. Nichols, Director  
Department of Children and Family Services

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

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

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

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

XXXX

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

**CONTRACT FOR  
ADOPTION PROMOTION AND SUPPORT SERVICES (APSS)**

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**ADOPTION PROMOTION AND SUPPORT SERVICES**

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## **SECTION A – PREAMBLE**

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

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

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

## **SECTION B – PROJECT FOUNDATION**

### **1.0 PURPOSE**

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

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

Childhood experiences, both positive and negative, have a tremendous impact on future violence, victimization, perpetration, and impacts lifelong health and opportunities. As such, early experiences are an important public health issue. Much of the foundational research in this area has been referred to as Adverse Childhood Experiences (ACEs).

The study demonstrated an association of ACEs with increased risk of psychopathology in childhood as well as health and social problems as an adult. The study brought forth emerging ideas towards mitigating risks and a trauma-informed approach to system and service delivery.

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

Effective 12/12/18, the State implemented through the All County Letter (ACL) 18-142 Parent-Child Suitability Summary (PCSS) and on 5/27/21 the State provided All County Information Notice (ACIN) No. I-44-21 clarification on when the PCSS must be completed for adoptive planning. It is a framework that helps DCFS assess attachment with the prospective adoptive family to ensure that DCFS can recommend to terminate parental rights (TPR) to court. Once TPR has occurred, the child can be transitioned for adoptive planning.

The PCSS will be completed by the adoption Children's Social Worker (CSW) or Foster Family Agency (FFA) Adoption Worker and is not the responsibility of the CONTRACTOR. All CONTRACTORS must be aware of PCSS guidelines in order to mitigate any adoption barriers. CONTRACTOR will support adoption planning by being familiar with PCSS guidelines when working with children and families (Technical Exhibit 15).

## **2.0 TARGET POPULATIONS**

Adoption Promotion and Support Services targets the Los Angeles County DCFS and Probation population with the following demographic:

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

- 2.5 Adoption Assistance Program (AAP) benefit recipients who were prior dependents of Los Angeles County DCFS/Probation or have been determined eligible and receive benefits through Los Angeles County DCFS AAP.
- 2.6 Los Angeles County DCFS/Probation Kin-GAP recipients who wish to explore adoption of a prior or current DCFS/Probation dependent child.

## **SECTION C – SERVICE DESCRIPTION**

### **3.0 SCOPE OF WORK**

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

Services to be rendered under APSS are: case management, including linkage services; adoption-focused therapy (individual, and family); adoption-focused parenting education, APSS Mentor Program, and support groups (for children, non-minor dependents and/or adults). CONTRACTOR must offer at least one Evidence Based Practice (EBP), as approved by the State of California under the Family First Prevention Services Act.

#### **SERVICE PROVISION GUIDELINES**

Service provision must be in-person, however virtual services can be offered with prior approval from APSS CPM or designee. Participation in virtual services (including video conferencing and telehealth/telephonic services) must be based on client needs, preference, and capacity to participate. Clients participating in virtual services must be notified on a monthly basis of the option to move to in-person services. CONTRACTOR must document clients' preference and consent for type of service delivery in case notes, as well as dates in-person services were offered.

Los Angeles County families must be offered home-based in-person services from the assigned CONTRACTOR within their SPA. Services to out-of-SPA and out-of-County families can be virtual with the approval of the CPM or designee. Out-of-SPA and out-of-County families must drive to the assigned CONTRACTOR'S office if the families prefer in-person services.

### **3.1 Protective Factors Approach**

As presented by the Children's Bureau, the Administration for Children and Families, and the U.S. Department of Health and Human Services, a protective factors approach allows service CONTRACTORS to focus on positive engagement strategies with families by emphasizing strengths, as well as identifying areas of need, allowing the CONTRACTORS to better support family growth. Extensive research supports the positive common-sense notion that when protective factors are present and robust in a family, the likelihood of child abuse and neglect diminishes. Focusing on protective factors (Technical Exhibit 9) helps families build resilience and contributes to increased positive outcomes. For more information, visit <https://www.childwelfare.gov/pubs/issue-briefs/protective-factors/>.

3.1.1 CONTRACTOR must use a standardized or other DCFS approved pre- and post- Protective Factors survey (Technical Exhibits 11 and 12), to assess their client's initial strengths and needs to be incorporated into the Initial Service Plan (ISP), yearly, and at the close of the case. For more information, please visit <https://friendsnrc.org/evaluation/protective-factors-survey/>.

3.1.2 The ISP, Quarterly reports and Updated Service Plans must include service goals and a treatment plan which reflect the family's assessed levels based on the strengths and needs using the Protective Factors.

### **3.2 Initial Transfer of Records**

3.2.1 At the start of a new contract, CONTRACTOR must accept transitioned cases from the prior CONTRACTORS.

3.2.2 CONTRACTOR must make telephonic contact with the family as required, within two (2) weeks of the receipt of the transitioned cases. An in-person or virtual (if approved) contact with the family is required within five (5) business days from the telephonic contact, and an ISP for the family must be developed within thirty (30) days from the initial in-person or virtual (if approved) contact with the family.

### **3.3 APSS Services**

3.3.1 CONTRACTOR must take into consideration the family's protective factor strengths and needs and the Seven Core Issues in Adoption. APSS services will facilitate the development and strengthening of parental protective factors, Integrated Core Practice Model and the Protective Factors Framework and will address the Seven Core Issues in Adoption (Technical Exhibits 7, 9, and 13).



- 3.3.2 CONTRACTOR must offer full services to all TIER I APSS clients, including matched and unmatched children, non-minor dependents and matched and unmatched family members experiencing adoption issues. Clients will have the option to switch to TIER II maintenance services consisting of support group participation only once successful completion of TIER I services has been determined by the APSS CONTRACTOR serving that client.

## **4.0 REFERRALS**

- 4.1 CONTRACTOR must accept the Adoption Promotion and Support Services Referral through the online Family Centered Services (FCS) Data system.
- 4.2 CONTRACTOR must accept the referral regardless of where the family resides within Los Angeles County. Efforts will be made to assign referrals based upon the home address; however, other considerations may take precedence. There will be consideration regarding agency caseloads and the impact on staff and services, but the needs of the child, Non-Minor Dependent and/or family will be the primary determinant for granting an out-of-SPA request. CONTRACTOR may also create service requests on the FCS Online Referral System for finalized families.
- 4.3 CONTRACTOR must accept out-of-County referrals. Families can choose virtual or in-person services. Families choosing in-person services must drive to the service office to participate in the collaborative assessment and service planning process, as well as in-person support groups.
- 4.4 If the CONTRACTOR, after assessing the child or non-minor dependent and/or family, regards them as inappropriate for APSS services, the CPM, or designee, in collaboration with CONTRACTOR, must determine the appropriateness of referrals. The COUNTY reserves the right to make the final decision.
- 4.5 CONTRACTOR must make contact with 1) the family, and 2) at least one of the following: referring Children's Social Worker (CSW)/Probation Officer or Post Adoption Services (PAS) CSW within three (3) business days of the referral assignment. The three (3) business days are counted starting from the day following the day in which the referral is submitted to an agency. Delays in contact must be documented in case notes.
- 4.5.1 Initial contact can be in the form of in-person, virtual (telehealth/virtual meeting), electronic email exchange, or telephonic voice call or text exchange. Leaving a voicemail or sending an email/text without a response does not meet these criteria.
- 4.5.2 CONTRACTOR must make at least three (3) attempts to make contact over the three (3) business days.

- 4.6 CONTRACTOR must have initial in-person or virtual (if approved) contact with the child or non-minor dependent, and/or family within five (5) business days of the initial contact. Delays in contact must be documented in case notes.
  - 4.6.1 CONTRACTOR must make at least five (5) attempts to make contact over the five (5) business days.
- 4.7 CONTRACTOR must immediately notify via email the referring CSW or PAS CSW, or Probation Officer when CONTRACTOR is unable to make contact with the family within three (3) business days of the referral assignment, or have initial-in-person or virtual (if approved) contact within five (5) business days.
- 4.8 CONTRACTOR will notify via email both the CPM or designee and the referring CSW/Probation Officer or PAS CSW within five (5) business days of the refusal of services by a child, non-minor dependent, and/or family referred by DCFS or Probation.
- 4.9 If CONTRACTOR is unable to make contact with the family within five (5) business days of the referral assignment, CONTRACTOR will contact referring CSW or Probation Officer to discuss if the referral should be closed or additional attempts should be made. If CONTRACTOR is unable to make contact with the referring CSW or Probation Officer, CONTRACTOR must contact the CPM or designee to discuss next steps. COUNTY reserves the right to decide the number of additional attempts needed prior to closing the referral.
- 4.10 If CONTRACTOR has a protocol which requires speaking with the CSW/Probation Officer prior to speaking with the child, non-minor dependent or family before the initial in-person contact with the child, non-minor dependent or family, the CONTRACTOR must notify the CPM or designee when the CONTRACTOR is unable to contact the CSW/Probation Officer within three (3) business days of the referral assignment.
  - 4.10.1 Initial contact (see 4.5 and 4.6) with child, non-minor dependent/family must occur within three (3) business days following the three (3) day time-frame to contact the CSW/Probation Officer.
- 4.11 CONTRACTOR must make available APSS services of case management, therapy, parenting education, support groups, and mentoring in the location which best serves the needs of the child, non-minor dependent and/or family, including within a Probation Camp or a Group Home.
- 4.12 CONTRACTOR must meet with and/or contact the Deputy Probation Officer (DPO) of Record prior to visiting with the Probation child, and the DPO of Record will facilitate entry into the Probation Camp or Group Home and communication with the contact person at the facility.

- 4.13 At least one of CONTRACTOR's assigned APSS professional staff (case manager, therapist, parenting staff, support group staff or mentor) must have in-person or virtual (if approved) meetings with the child, non-minor dependent and/or family at a frequency that is appropriate to the needs of the child, non-minor dependent and/or family and situation, but at a minimum of once a month to: 1) continue to provide APSS services according to the ISP; 2) review and update the ISP due to changes within the family and changes needed in the supports and services provided; and/or 3) prepare for transition.
- 4.13.1 CONTRACTOR must make at least three (3) efforts over three (3) different business days to schedule the monthly contact.
- 4.13.2 CONTRACTOR's staff responsible for the ISP or Quarterly Report must have an in-person or virtual (if approved) meeting with the child, non-minor-dependent or family at least within one month prior to updating the ISP or creating or updating the Quarterly Report.
- 4.14 For Probation youth, the CONTRACTOR is required to attend a minimum of one (1) Multi-Disciplinary Team/Team Decision Making Meeting with the group home, therapist, DPO/CSW and Permanency Officer to discuss the case in its entirety.
- 4.15 CONTRACTOR must provide monthly, or more frequently as needed, case updates via email, in-person, or virtually (if approved) with CSW and/or DPO regarding child and family's progress and any changes in services or child and/or family's situation. CONTRACTOR's case carrying staff must be available for telephone consultation with CSW and/or DPO as needed regarding case concerns.
- 4.16 Protocol for Warm Hand-Off for Clients who have moved out-of-SPA or Transferring Cases between CONTRACTORS**
- 4.16.1 CONTRACTOR must ensure a discussion occurs with the family, unmatched child, or non-minor dependent prior to their move out-of-SPA regarding transitioning to another APSS CONTRACTOR.
- 4.16.2 CONTRACTOR will make best efforts to complete a warm hand off to the new APSS CONTRACTOR per client's wishes.
- 4.16.2.1 A warm hand-off includes at minimum a direct conversation between the transitioning CONTRACTOR and the new CONTRACTOR in review of the client's needs and service plan progress.

4.16.2.2 Both APSS CONTRACTORs will coordinate regarding original case documentation, which is to be provided to receiving agency.

4.16.3 Transferring CONTRACTOR must provide bi-weekly telephone check-ins with client during transition to new APSS CONTRACTOR until transition is completed.

#### **4.17 Wait List**

4.17.1 CONTRACTOR must receive written approval from CPM or designee prior to establishing a wait list. Once approved, continuance of a wait list beyond sixty (60) days is at the discretion of the CPM or designee. In the event a wait list is approved, CPM will consider re-assigning the waitlisted referral(s) to a CONTRACTOR outside the service area.

4.17.2 CONTRACTOR must consider clients with critical needs for immediate assignment and move up such clients on the CONTRACTOR's wait list if possible. Clients with critical needs wait-listed in excess of ten (10) business days must be referred to and linked with other COUNTY APSS CONTRACTORs who do not have a wait list. Client permission must be documented before the transfer. The COUNTY reserves the right to make the final decision regarding the determination of critical need.

4.17.3 CONTRACTOR must make weekly contact with families on the wait list during the first two (2) weeks through either telephone, text, email or letter. Thereafter the agency is able to discuss the family's preference for more limited contact, or no contact. If the family is waitlisted for longer than sixty (60) days, CONTRACTOR must reestablish contact with the family. Once contact has been reestablished, it is still the family's preference regarding frequency of contact. CONTRACTOR must consult with APSS CPM or designee on an as-needed basis if the family requests immediate services or if the family's situation destabilizes.

4.17.4 CONTRACTOR will provide services within sixty (60) days of a family's placement on a wait list, or discuss with CPM or designee a plan to refer the family to another APSS CONTRACTOR that does not have a wait list, or to extend the wait list beyond sixty (60) days. Referral to another APSS CONTRACTOR must be preapproved by the CPM, the CSW or the Post Adoptions (PAS) Worker; and the family.

4.17.5 CONTRACTOR must submit a wait list report to the CPM monthly, indicating the names of clients and length of time expected to start of services.

- 4.17.5.1 The monthly wait list report must be submitted to the CPM by the tenth business day of the following month.

#### **4.18 Client Tiered Levels**

Upon entry, APSS families whose referrals were received through the online Family Centered Services (FCS) Data system will be deemed TIER I clients. CONTRACTOR must offer TIER I clients the option to switch to TIER II maintenance services once they successfully meet all TIER II transfer criteria. Participation in TIER I full services is a prerequisite for transfer into TIER II services. Participation in TIER II maintenance services is optional and not a prerequisite for case closure.

- 4.18.1 CONTRACTOR must offer full services to all TIER I APSS clients. Offered services must include case management, including linkage services; adoption-focused therapy (individual and family); adoption-focused parenting education, APSS Mentor Services, and support groups (for children, non-minor dependents and/or adults). CONTRACTOR must clearly document in case notes that all services were offered to TIER I clients.
- 4.18.2 CONTRACTOR will provide services based on service goals and treatment plans to all eligible TIER I clients. Services for TIER I clients will not be time-limited (except due to program age limitations which allow provision of services up until the youngest prospective adoptive or adopted child is age twenty-one (21)).
- 4.18.3 CONTRACTOR must assess families for progress during each monthly contact. Families who have sufficiently met service plan goals may transition to TIER II maintenance services consisting of support-group-only services. The transfer of TIER I families to TIER II will be done in discussion and with the family's permission. CONTRACTOR will have discretion to make the final decision on a client's readiness to transition into TIER II.
  - 4.18.3.1 All family members participating in TIER I services must meet service plan goals or agree that progress is sufficient in order to transition into TIER II.
  - 4.18.3.2 It is not required that all family members transition into TIER II services. Initial documentation (see 4.18.5) must clearly delineate family members who have transitioned into TIER II.
- 4.18.4 CONTRACTOR will close out the TIER I referral on FCS with the appropriate closure code indicating sufficient level of progress (Goals

Completed: Stabilized, Stabilized and Finalized, Stabilized - Finalization Expected) prior to transferring a client/family to TIER II.

- 4.18.5 CONTRACTOR will transfer eligible clients to TIER II by generating closure documents including Intake/Exit Forms (Technical Exhibit 6) and Termination Summary Report (refer to section 14.1 below), and documenting transfer of clients to TIER II maintenance services on both documents.
- 4.18.6 CONTRACTOR must obtain signatures on the TIER II Support Group Participation Guidelines (Technical Exhibit 14), and Consent Forms from TIER II clients prior to their participation in TIER II support groups. The file for TIER II clients including signed guidelines and consent forms must be kept adjacent to the TIER I service file.
- 4.18.7 CONTRACTOR will maintain manual counts of TIER II clients and include data on Monthly Summary Report (Technical Exhibit 1). Data counts must include continuing clients at the beginning of the calendar (only if contract term is based on a calendar year) or fiscal year, as well as new and closed clients on a monthly basis for both children and adult participants. Data must also include details regarding client ethnicities and disabilities.
- 4.18.8 CONTRACTOR must submit a new FCS referral for TIER I services if there is an assessed need for higher level of service or if a TIER II participant requests to receive TIER I services. The referral must be submitted by the appropriate personnel (DCFS for DCFS involved families or DCFS/Probation/APSS Agency for Non-DCFS involved families).
- 4.18.9 CONTRACTOR will inform client of agency attendance expectations for continued participation in TIER II services. CONTRACTOR must assess clients for participation during each monthly contact and take necessary action to engage and/or dis-enroll clients who are not meeting minimum attendance requirements.
- 4.18.10 CONTRACTOR must reassess past clients who have been closed for longer than six (6) months. Such clients will not enter directly into TIER II services. Former TIER I and TIER II participants who exit services and wish to return will require a new FCS referral and must first go through TIER I services for a full reassessment. The full reassessment can allow clients who have been closed longer than six (6) months to bypass TIER I full services and (re-) enter TIER II.

## **5.0 CASE MANAGEMENT SERVICES**

- 5.1 At minimum, Case Managers must be professional level staff. CONTRACTOR will obtain the information necessary to determine which CONTRACTOR or Linkages services are needed to address the family's protective factor needs and the Seven Core Issues in Adoption. This information must also include: 1) the Adoption Promotion and Support Services Intake/Exit Forms (Technical Exhibit 6) identifying information form with all pertinent demographic information; and 2) documentation of the consent of caretaker for admission, treatment, evaluation, aftercare or research.
- 5.2 CONTRACTOR will provide case management services to all APSS clients, including matched and unmatched children, non-minor dependents and matched and unmatched family members experiencing adoption issues.
- 5.3 CONTRACTOR's professional level staff will develop in partnership with APSS clients, consistent with the DCFS Integrated Core Practice Model, a written ISP including: 1) documentation of client strengths and needs; 2) measurable goals and objectives related specifically to client strengths and needs as evaluated by the Protective Factors; 3) relying on the Seven Core Issues of Adoption as the assessment and treatment plan foundation; 4) the method of achieving goals (i.e., what services will be provided, how will services be provided, and who will provide the services); 5) a plan of activities to be accomplished with the client; and (6) documentation should use a recognized charting guide, such as S.M.A.R.T. (Specific, Measurable, Attainable, Results Oriented and Timely).
- 5.4 CONTRACTOR's professional level staff will assess referred clients for the services requested on the FCS referral and document reasons if requested services are not provided to the clients.
- 5.5 CONTRACTOR's professional level staff will engage all referred children age twelve and above, non-minor dependents and families in the case planning process consistent with DCFS Integrated Core Practice Model, Technical Exhibit 7, and actively participate as a Child and Family Team member.
  - 5.5.1 CONTRACTOR must use best efforts to include fathers in the case planning process.
- 5.6 CONTRACTOR's professional level staff must complete the ISP within thirty (30) days of the intake date. All parties age twelve (12) and above who are participating in the planned services must sign and date the ISP. Changes to the plan must be agreed upon by the client(s) and the CONTRACTOR.
- 5.7 CONTRACTOR's professional level staff will complete an Updated Service Plan (USP) within thirty (30) days of assessing new treatment and service needs for the family. An Updated Service Plan can replace a Quarterly Report and also set a new ninety (90) day timeframe for the Quarterly Reports (refer to section 5.8).

- 5.8 Consistent with the tracking and adapting components of DCFS Integrated Core Practice Model, every ninety (90) days from the ISP completion, CONTRACTOR will review the client's progress toward achieving their service plan and completing the APSS program, and must document progress on a Quarterly Report. Documentation of client progress must include and document the following: 1) central issues encountered; 2) existing protective factors; 3) specific issues which correlate to the Seven Core Issues of Adoption; 4) client response; 5) skills learned and applied by client; 6) progress towards goals; 7) barriers to progress; 8) contacts with or from other agencies; 9) service CONTRACTOR's impressions; and 10) reports from other involved professionals. Quarterly Report must be signed and dated by individual completing the report.
- 5.9 CONTRACTOR must complete a progress note for each client interaction. Progress notes must include date, location of service (virtual, in-person/in-home or other location, telephonic), time and duration of contact, a list of participants, type of service and signature and date of individual completing the summary.
- 5.10 CONTRACTOR will establish and maintain a network of COUNTY contracted and non-contracted community partnerships comprised of service CONTRACTORS and resources. CONTRACTOR will coordinate and collaborate with other agencies to facilitate successful client navigation across the service delivery continuum.
- 5.11 CONTRACTOR must document all linkage referrals in case notes, providing date of linkage, agency name where referred, and statement regarding space availability for referred client.
- 5.11.1 CONTRACTOR will provide an Adolescent Customer Satisfaction Survey and/or a Parent Customer Satisfaction Survey as appropriate to referred adults and adolescents at case closing (Technical Exhibits 2, 3, 4, and 5). A stamped envelope large enough to hold the surveys and addressed to CPM, Adoption Promotion and Support Services, 510 S. Vermont Avenue, 10<sup>th</sup> Floor, Los Angeles, CA 90020 will also be provided to clients to allow for confidential mailing of Customer Satisfaction Surveys.

## **6.0 THERAPY AND PARENTING EDUCATION**

- 6.1 CONTRACTOR must offer therapy according to the needs of the client with the ultimate goal of the child or non-minor dependent being adopted or to remain safely in adoptive home. If therapy is not provided weekly, the rationale will be documented in the case record and discussed with the referring CSW/Probation Officer, Post Adoptions Service (PAS) CSW or CPM or designee.
- 6.2 CONTRACTOR must address case issues using other APSS services, such as parenting education, mentoring and support groups.



- 6.3 CONTRACTOR must have therapists available to other APSS staff for consultation.
- 6.4 CONTRACTOR must address clinical issues in individual and family therapy that include but is not limited to the Seven Core Issues in Adoption.
- 6.5 CONTRACTOR must offer to all therapy clients at least one Family First Prevention Services Act clearinghouse approved Evidence Based Practice (EBP) modality. Therapy must address the client's needs through evidence-based and evidence informed treatment modalities including but not limited to Motivational Interviewing. Other EBPs may be added at the discretion of the Department.
- 6.6 CONTRACTOR must provide therapy based upon the needs of the client, at the maximum allowable levels reimbursable by Medi-Cal or other funding sources.
- 6.7 CONTRACTOR must utilize other funding sources to provide therapy for adults, children or non-minor dependents who do not meet medical necessity or who are in need of therapeutic services but Medi-Cal funding is not available. For example, clients in need of therapeutic support who do not meet medical necessity or do not qualify for Medi-Cal coverage must be provided with therapy services funded directly through APSS program funding, or CONTRACTOR in-kind donation, or other available sources.
  - 6.7.1 CONTRACTOR must include documentation in the case notes regarding explanation when therapy is not provided or is discontinued for clients requesting therapy, or when therapy is requested as part of the APSS referral, or assessed to be in need of therapeutic support.

## **6.8 Individual Therapy**

- 6.8.1 CONTRACTOR must offer a minimum of eight (8) sessions of adoption-focused and/or adoption informed individual therapy to all referred children, non-minor dependents, adoptive parents, prospective adoptive parents and caregivers, including unmatched prospective caregivers.
  - 6.8.1.2 CONTRACTOR must include documentation in the case notes of when therapy services were offered to each client.
- 6.8.2 CONTRACTOR'S APSS approved therapist must assist child(ren) or non-minor dependents hesitant about adoption in exploring and resolving therapeutic issues including but not limited to past losses, rejections, and disappointments so that these issues do not impact their potential for a permanent adoptive home.

## **6.9 Family Therapy**

- 6.9.1 CONTRACTOR must assess the family for family therapy. If appropriate, family therapy must be offered to unmatched prospective caregivers, families who are either matched with a child, or non-minor dependent or who have a child or non-minor dependent placed in their home.
- 6.9.2 CONTRACTOR must not replace individual therapy with family therapy. Family Therapy will be supplemental to individual therapy unless clinically indicated.

## **6.10 Adoption-Focused Parenting Education**

- 6.10.1 CONTRACTOR must assess the adults in the home considering adopting a child regarding their need for adoption-focused parenting education. The assessment should reflect an understanding of attachment issues (may rely on PCSS guidelines, Technical Exhibit 15).
- 6.10.2 CONTRACTOR must provide parenting education, which highlights the needs of children in foster care by incorporating concepts of ACEs, trauma Informed parenting, the seven core issues in adoption and effective ways of working with children to enhance the parenting experience, such as attachment-focused parenting, Beyond Consequences, and Positive Parenting.
- 6.10.3 CONTRACTOR must provide parents participating in APSS at a minimum, two (2) one-hour sessions of Parenting Education, or the equivalent, per quarter.
  - 6.10.3.1 Parenting Education can be provided in formal structured sessions or as part of sessions with the family's case manager, therapist, or in a support group.
  - 6.10.3.2 Parenting Education must be tracked with specific documentation of the parenting topic covered and time spent.
  - 6.10.3.3 CONTRACTOR must document parenting group participation through sign-in sheets for each meeting.

## **7.0 APSS MENTOR PROGRAM**

- 7.1 CONTRACTOR must provide adult mentors who were adoptive parents (including kin and foster/adoptive parents), resource parents/prospective adoptive parents who have had a positive experience with adoption, and/or adoptees who are now adults. Mentors who serve children, called "Child Mentors", are adult adoptees, including persons adopted as children and as adults under age twenty-six (26); or

have an adopted sibling, or who are former foster children who resided in foster care for at least two (2) years and who have had a positive experience with adoption. Support can include providing insight into the adoption process, sharing personal experiences, referral by the assigned case manager to community resources, and assistance throughout the adoption process.

7.1.1 CONTRACTOR must monitor and evaluate the interactions of their approved mentors to ensure a positive perspective is provided to mentees.

7.1.2 Mentors who meet both background requirements may serve as both adult and child mentors.

7.1.3 Mentors must reflect the cultural, ethnic and demographic population served by the CONTRACTOR.

7.2 CONTRACTOR must recruit mentors and provide ongoing training for mentors.

7.3 CONTRACTOR must work with other APSS CONTRACTORS to jointly convene a twice yearly mentor meeting to provide support, to create opportunities for training, and to provide an opportunity to learn from the experiences of the other mentors. At least one representative from each APSS CONTRACTOR must attend these bi-annual meetings.

7.4 CONTRACTOR must ensure that parents, non-minor dependents and children involved at any point with the COUNTY adoption process, or who are a prior finalized adoption through the COUNTY are offered mentoring services.

7.4.1 CONTRACTOR must include documentation in the case notes of when mentoring services were offered to each client.

7.5 CONTRACTOR must ensure that mentors discuss adoption with children or non-minor dependent who may be hesitant about adoption.

7.6 CONTRACTOR must ensure mentors meet in-person with clients at least once every three (3) months.

7.7 CONTRACTOR must inform the CPM of the compensation plan for the mentors.

## **8.0 SUPPORT GROUPS**

8.1 CONTRACTOR must provide Support Groups in English.

8.1.1 Groups must be provided in Spanish whenever there are at least four (4) clients who state their preference for a Spanish-speaking group.

- 8.1.2 Support groups can be in-person or virtual. As part of the initial group session, CONTRACTORS must survey participants in confidence for their preference regarding in-person or virtual. The CPM has final approval regarding the plan, structure, and option of virtual support groups.
- 8.2 CONTRACTOR must provide support groups for: 1) prospective and adoptive parents; and 2) children or non-minor dependents to discuss concerns, issues, frustrations, experiences, and successes related to adoption as well as everyday family life and child rearing.
  - 8.2.1 Case notes must include documentation of when support group services were offered to each client.
- 8.3 CONTRACTOR must give priority to families with children age twelve (12) and above and sibling sets that are in the early stages of adjusting to adoptive placement or are waiting for adoption finalization.
- 8.4 CONTRACTOR must offer at least one (1) adult and one (1) child support group at a minimum of once monthly or offer a minimum of twelve (12) meetings each (both adult and child support groups), of which at least half of the total meetings must be offered in each half-year time frame.
- 8.5 CONTRACTOR must document support group participation through sign-in sheets for each group meeting.
- 8.6 Support groups will be open to all APSS clients. Both TIER I and TIER II participants can attend the same groups. CONTRACTOR will have discretion on whether they will integrate participants from both TIER I and TIER II in the same group. Support groups are required to be offered to serve both TIER I and TIER II APSS clients.
  - 8.6.1 CONTRACTOR must retain flyers, notifications, and RSVPs regarding their support groups.
- 8.7 CONTRACTORS may collaborate to offer virtual support groups open to clients in multiple SPAs. Collaboration between CONTRACTORS is optional.
  - 8.7.1 Multiple SPA virtual support groups must be preapproved by CPM.

## **9.0 TRAINING WORKSHOPS**

- 9.1 CONTRACTOR must offer a minimum of one (1) adoption-focused training workshop every quarter or a minimum of four (4) adoption-focused training

workshops per year to community professionals. Each training, at a minimum, must be held for the duration of ninety (90) minutes.

9.1.1 Trainings can be offered in-person or virtual.

## **10.0 IN-KIND DONATION**

10.1 CONTRACTOR may provide an in-kind donation.

10.1.1 This in-kind donation must be documented, and may include, but is not limited to, services or donations of materials.

10.2 In the event that expenditures for the contract term will exceed the annual contract sum, CONTRACTOR may use in-kind donations to pay for contract services.

## **11.0 STAFF REQUIREMENTS AND RETENTION**

### **11.1 Staff Requirements**

11.1.1 CONTRACTOR must fill the required APSS positions with qualified staff as outlined below and in the APSS Staffing Plan (Technical Exhibit 16). The same staff can fill multiple positions if qualifications and requirements for each position is met.

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

11.1.2 CONTRACTOR must submit staff's caseload count to CPM by the end of the first month of each contract term. Caseload count must be in alignment with APSS staffing plan (Technical Exhibit 16).

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

11.1.3.1 CONTRACTOR must submit a Corrective Action Plan (CAP) if CONTRACTOR does not have a bilingual case worker for longer than two (2) months.

11.1.4 CONTRACTOR must ensure all professional and paraprofessional mentors and staff and volunteers providing program services are able to provide services in a manner that effectively responds to differences in

cultural beliefs, behaviors and learning, and communication styles within the community where the CONTRACTOR provides services.

- 11.1.5 CONTRACTOR will be responsible for securing and maintaining staff who meet the minimum qualifications below and who possess sufficient experience and expertise required to provide services required in this Statement of Work (SOW).
- 11.1.6 Professional Staff: Professional staff must have, at minimum, a Bachelor's Degree in Social work, Psychology, Marriage and Family Counseling or a closely related field.
- 11.1.7 Paraprofessional Staff: There are no minimum degree requirements for paraprofessional staff; however, CONTRACTOR must ensure that all paraprofessional staff possess the expertise and experience necessary to provide direct client services as required in this SOW.
- 11.1.8 Program Manager: The Program Manager must have, at minimum, a Bachelor's degree from an accredited school in a social science or a closely related field and two (2) years full-time management experience in a social service agency.
  - 11.1.8.1 CONTRACTOR's Program Manager must attend at least eight (8) of the monthly APSS CONTRACTOR's Meetings per fiscal year. For any meeting not attended by Program Manager an agency representative must be present.
- 11.1.9 APSS Professional Therapist who provides therapy to families and children must possess, at minimum, a Master's Degree in social work, psychology, marriage and family counseling or a closely related field, or be a Master's Degree Program student, eligible to participate in supervised clinical fieldwork experience through an academically approvable practicum or internship placement. Non-licensed Professional Therapy Staff, who hold a Master's Degree, must be registered with the Board of Behavioral Sciences gaining hours for licensure as an LMFT/LCSW or equivalent license. Non-licensed Professional Therapy Staff may also be psychology, or closely related field, doctoral candidates in good standing eligible to participate in an internship through their doctoral program. Professional Therapist Staff must have a minimum of one (1) year of actual practice, rather than observational, professional adoption experience, including, but not limited to, an awareness of the developmental process of adoption and training in adoption therapy strategies and techniques including the Seven Core Issues in Adoption.

11.1.9.1 Unlicensed psychology or closely related field Ph.D or PsyD. staff must be supervised by a licensed clinician.

- 11.1.10 APSS Supervising Therapist must be on primary CONTRACTOR's staff and must be currently licensed in good standing as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or Licensed Clinical Psychologist, or an equivalent license recognized by the California Board of Behavioral Science Examiners with a minimum of three (3) years of actual practice, rather than observational, professional adoption experience. If the staff is an adoptive parent or an adult adoptee one (1) year of professional experience may be waived.
- 11.1.11 Community Professionals: Professional staff or volunteers who share a common interest in promoting safe and stable families and working within the communities served by Los Angeles County DCFS and Probation.
- 11.1.12 COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Program Manager.
- 11.1.13 CONTRACTOR must request approval from CPM in writing of any change(s) in the CONTRACTOR's personnel who have direct client contact at least three (3) business days before proposed change(s), including name and qualifications of new personnel and sub-contracted CONTRACTORS.

## **11.2 Staff Record Retention**

- 11.2.1 CONTRACTOR must maintain documentation in the personnel files of all professional, and paraprofessional staff, mentors, interns, and volunteers: 1) all training hours and topics; 2) copies of resumes, degrees, and professional licenses; and 3) current criminal clearances and background checks for five (5) years after the employee or volunteer has ceased employment with the CONTRACTOR.
- 11.2.2 CONTRACTOR must maintain copies of current driver's licenses, including current copies of proof of auto insurance for staff providing transportation on an as-needed basis to clients for as long as staff is employed by CONTRACTOR. Reports must be available to the CPM on request.

- 11.2.3 CONTRACTOR must maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all CONTRACTOR's staff providing transportation on an as-needed basis to clients under this Contract, for as long as staff is employed by CONTRACTOR. Reports must be available to the CPM on request.
- 11.2.4 CONTRACTOR must obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.

### **11.3 Staff Reports**

CONTRACTOR must provide the CPM, at the beginning of each Contract term and in monthly summary reports, details of any staff change(s), a roster of all staff that includes: 1) name and positions; 2) work schedule; 3) email and telephone numbers; and 4) degree of field of study (if applicable).

## **12.0 STAFF TRAINING AND SUPERVISION**

- 12.1 CONTRACTOR must complete training of all professional and paraprofessional staff and interns providing program services within sixty (60) business days from their start date. Staff providing program services include those providing direct client services and their supervisors.
- 12.2 CONTRACTOR must complete training of all mentors, volunteers and part-time staff providing program services within ninety (90) business days from their start date.
- 12.3 CONTRACTOR's training must consist of a minimum of forty (40) hours. Staff must not begin meeting with clients until after completion of the following training. This training to include, but not be limited to: 1) identifying child safety issues; 2) instructing staff and volunteers in mandated reporting requirements; 3) working with families affected by abuse and neglect; 4) and the Seven Core Issues in Adoption.
  - 12.3.1 CONTRACTOR must submit documentation (e.g. sign-in sheets, accumulated Continuing Education Units, supervisor's case notes, etc.) regarding completion of the minimum forty (40) hours of training to CPM in monthly summary reports due on the tenth business day following the prior month.
- 12.4 CONTRACTOR must provide the following additional training which must be completed per the timeframes above: 5) Protective Factors; 6) learning methods of identifying and building family strengths; 7) the DCFS Integrated Core Practice



Model; 8) helping parents build on their own skills and confidence; 9) promoting positive parent-child and family interaction; 10) linking families to community services and resources; 11) issues of cultural competency, disparity and disproportionality; 12) understanding equity versus “equality”; 13) fatherhood engagement; and 14) developing competency in working with LGBTQ+ populations and an overrepresented race or ethnic group within the Los Angeles County Child Welfare system.

- 12.5 CONTRACTOR must ensure all staff (professionals, paraprofessional, interns, and volunteers) and subcontractors’ staff providing program services receives regular, ongoing in-service training and supervision. CONTRACTOR’s staff must receive a minimum of eight (8) hours of training each quarter or thirty-two (32) hours per fiscal year of the Contract term. This requirement will be applicable within the first quarter after the completion of the initial forty (40) hours of training. APSS professionals, paraprofessional staff, interns and volunteers who have worked in an adoption agency for two (2) years or more would qualify for a reduction to sixteen (16) hours of training per fiscal year.
- 12.6 CONTRACTOR must hold supervision reviews at least once every two (2) weeks or more frequently, as needed with all professional staff, paraprofessional staff, interns, and all other staff that provide program services which involve direct client contact under this contract, with the exception of mentors and volunteers who may be supervised on a monthly basis. Copies of sign-in logs, agendas and any other supervision materials must be made available to the CPM upon request. Supervision reviews may be held individually or as a group.

### **13.0 SERIOUS INCIDENT REPORTS**

- 13.1 CONTRACTOR must provide Serious Incident Reports (SIRs), Technical Exhibit 18, that document any significant criminal or disciplinary action, health and safety issue, rules violation or action involving liability including, but not limited to, the following: 1) treatment complications; 2) serious accidents or injuries to the client; 3) morbidity (disease or illness); 4) death of client/caregiver/client significant other; 5) runaways and missing clients; and 6) activities that place client at risk of harm or cause unusual pain, or cause others to be at risk of harm.
  - 13.1.1 SIRs must include the name and DOB of the child, the location of the child, the name of the caregiver and relationship to the child, and the child’s adoption status.
- 13.2 CONTRACTOR must email SIRs within one (1) business day of CONTRACTOR notification of the incident to the COUNTY Program Manager with a copy to the designee and both the Continuing Services/Emergency Response (CS/ER) CSW

and the Adoption CSW. If applicable, SIRs should clearly provide recommended services and resources to address the concerns of the serious incident.

- 13.3 CONTRACTOR must call the Child Protection Hot Line (CPHL) per the mandated reporter requirements. If a CPHL call is made the SIR must include the referral number if a referral was taken or the name of the CPHL staff who declined to take the referral.

## **14.0 REPORTING REQUIREMENTS**

- 14.1 CONTRACTOR must provide to CPM or designee service completion/termination summary reports within thirty (30) days of closing that include: 1) reason for completion/termination; 2) summary of services provided; 3) client progress based on the Seven Core Issues of Adoption; 4) progress as measured by the Protective Factors Survey; 5) skills taught and goals attained or not attained; 6) prognosis and recommendation for further care/treatment; and 7) aftercare plan that provides reasonable assurance of continued care with the participation of the client and family or guardian where indicated.
- 14.2 CONTRACTOR must complete the Monthly Summary Report (Technical Exhibit 1) each month and submit electronically via email to the COUNTY CPM or through the FCS Data system when available.
  - 14.2.1 Monthly summary reports for the prior month must be submitted by the tenth business day following the prior month.
- 14.3 CONTRACTOR's therapists must provide documentation of services provided as part of the services reports submitted to DCFS.
  - 14.3.1 This requirement does not include providing confidential therapy notes.
- 14.4 CONTRACTOR must include therapy activities and client data in monthly service counts and any other reports requested by CPM or designee. Data provided must include all information requested as permitted by law and as long as there is no breach of confidentiality. Other data may be released with the written consent of the client.

## **15.0 CONTINUOUS QUALITY IMPROVEMENT (CQI)**

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

## **16.0 QUALITY ASSURANCE PLAN**

- 16.1 CONTRACTOR must establish and maintain a Quality Assurance Plan (QAP) to ensure compliance with the requirements of the contract. Tracking and Adapting are critical components of the DCFS Integrated Core Practice Model, Technical Exhibit 7.
- 16.2 CONTRACTOR must submit a draft of its QAP for evaluation to demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan must be provided to the CPM within thirty (30) days of the Contract start date, with revisions as changes occur.
  - 16.2.1 The QAP must include a description of how the CONTRACTOR's service delivery model components align with the Protective Factor Framework.
  - 16.2.2 The QAP must include a description of how the Protective Factors Framework and the Seven Core Issues in Adoption will be utilized and incorporated into client services.
  - 16.2.3 The QAP must include a description of how the CONTRACTOR's service delivery model will align with the DCFS Integrated Core Practice Model, Technical Exhibit 7.
- 16.3 CONTRACTOR's original QAP and any revisions thereto must include, but not be limited to, the following:
  - 16.3.1 CONTRACTOR's methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. CONTRACTOR must include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
  - 16.3.2 CONTRACTOR's methods for ensuring uninterrupted service to COUNTY in the event of a strike or any other potential disruption in service, which may include medical leaves, vacations, pandemics etc., by CONTRACTOR's employees.
  - 16.3.3 CONTRACTOR'S record of all inspections conducted by the CONTRACTOR; any corrective action taken; the time a problem was first identified; a clear description of the problem; and the time elapsed between identification and completed corrective action must be provided to the COUNTY upon request.
- 16.4 The QAP will be reviewed annually by CONTRACTOR and COUNTY CPM and revised, if needed.

## **16.5 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the County's Program Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the CONTRACTOR.

The County's Program Monitor will determine whether a formal Contract Discrepancy Report (Section E) will be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the County's Program Monitor within ten (10) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction for all deficiencies identified in the Contract Discrepancy Report must be submitted to the County's Program Monitor within ten (10) business days.

## **17.0 QUALITY ASSURANCE MONITORING**

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

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

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

17.1.2 Client Case Records;

17.1.3 Financial Records.

17.2 CONTRACTOR must submit a CAP for any areas found to be deficient as a result of the Technical Review, including billing deficiencies, within the time frame specified by the Technical Review Letter.

## **18.0 TRANSFER OF RECORDS**

Prior to contract termination or non-renewal of contract, CONTRACTOR must, at no additional cost to COUNTY, cooperate in transitioning active cases to new CONTRACTORS, including providing all original hard-copy case files (if hard-copy files are still in use) and electronic records. CONTRACTOR must keep copies of all transferred cases for their own records. The transitional plan must be made in consultation with the

CPM and designee at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

## **19.0 GREEN INITIATIVES**

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

19.2 CONTRACTOR must notify CPM of CONTRACTOR’s new green initiatives prior to the contract commencement.

## **20.0 PERFORMANCE OUTCOME SUMMARY**

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

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

OUTCOME PERFORMANCE INDICATOR	PERFORMANCE TARGET	MONITORING METHODS
1. CONTRACTOR must provide Case Management services to all APSS clients (SOW, Section 5.2).	1. 100% adherence to County requirements as stated in this contract.	Online Referral and Data System.
2. CONTRACTOR will assess referred clients for the services requested on the FCS referral and document reasons if requested services are not provided to the clients (SOW, Section 5.4).	2. 100% adherence to County requirements as stated in this contract.	Monthly and Annual Reports.  Ad Hoc Reports as Requested by CPM.
3. CONTRACTOR must offer mentoring services to all referred children and/or adults (SOW, Section 7.4).	3. 100% adherence to County requirements as stated in this contract.	On-Site Technical Reviews by Program Monitors.
4. CONTRACTOR must offer at least one support group for adults and one support group for children per month (SOW, Section 8.4).	4. 100% adherence to County requirements as stated in this contract.	Pre and post- Protective Factors Survey
5. CONTRACTOR must offer a minimum of eight (8) sessions of adoption-focused or adoption-informed therapeutic services to all referred children and adults, and non-minor dependents using either licensed clinicians or registered interns under the supervision of a licensed clinician (SOW, Sections 6.8.1, 11.1.9, 11.1.10).	5. 100% adherence to County requirements as stated in this contract.	
6. CONTRACTOR must offer two (2) one-hour sessions of Parenting Education or the equivalent per quarter and made available for parents participating in APSS (SOW, Section 6.10.3).	6. 100% adherence to County requirements as stated in this contract.	
7. CONTRACTOR must offer at least one Evidence Based Practice (EBP), as approved by the State of California under the Family First Prevention Services Act (SOW, Section 3.0).	7. 100% adherence to County requirements as stated in this contract.	
8. APSS services must facilitate the development and strengthening of protective factors; consistent with the DCFS Integrated Core Practice Model, the Protective Factors Framework and addressing the Seven	8. 100% adherence to County requirements as stated in this contract.	

<p>Core Issues in Adoption (SOW, Section 3.3).</p> <p>9. Of the families that have received APSS services, the percentage of dissolutions of adoptive placement or finalized adoptive home.</p> <p>10. Of the families that have received and/or completed APSS services, the percentage of children who were stabilized or made progress toward the goal of a permanent adoptive home.</p>	<p>9. Must not exceed a maximum of 15%.</p> <p>10. Must meet a minimum of 70%.</p>	
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## SECTION E — CONTRACT DISCREPANCY REPORT

### ADOPTION PROMOTION AND SUPPORT SERVICES

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_

<b>Date:</b>		<b>Contractor Response Received:</b>
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Program Manager:</b>
<b>Contact Person:</b>	<b>Telephone:</b>	<b>County's Program Manager Signature:</b>
<b>Email:</b>		<b>Email:</b>

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

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					

\*Use additional sheets if necessary

_____ <i>Contractor's Representative Signature</i>	_____ <i>Date Signed</i>
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<b>Additional Comments:</b>	



## LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

Exhibit 1	APSS Monthly Summary Report—five pages
Exhibit 2	Adolescent Customer Satisfaction Survey -- English
Exhibit 3	Adolescent Customer Satisfaction Survey -- Spanish
Exhibit 4	Parent Customer Satisfaction Survey -- English
Exhibit 5	Parent Customer Satisfaction Survey -- Spanish
Exhibit 6	Adoption Promotion and Support Services Intake/Exit Forms
Exhibit 7	DCFS Integrated Core Practice Model
Exhibit 8	Definitions
Exhibit 9	Protective Factors
Exhibit 10	Zip Codes By Service Planning Area
Exhibit 11	Protective Factors Survey
Exhibit 12	Protective Factors Survey -- Spanish
Exhibit 13	Seven Core Issue in Adoption
Exhibit 14	TIER II Support Group Participation Guidelines
Exhibit 15	Parent/Child Suitability Summary Information Sheet
Exhibit 16	APSS Staffing Plan
Exhibit 17	APSS Invoice Template
Exhibit 18	Serious Incident Report

# TECHNICAL EXHIBIT 1

Name of APSS AGENCY:						
OCAP INITIAL SERVICE COUNT						
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.						
Nondisabled Children Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors	TIER II Support Groups
White Non-Hispanic					0	
Hispanic					0	
Black Non-Hispanic					0	
Asian					0	
American Indian or Alaska Native					0	
Native Hawaiian & Other Pac Islr					0	
Two or More					0	
Other					0	
TOTALS	0	0	0	0	0	0
Open DCFS					0	
Post Adoption					0	
Probation					0	
TOTALS	0	0	0	0	0	0

OCAP INITIAL SERVICE COUNT.						
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.						
Disabled Children Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors	TIER II Support Groups
White Non-Hispanic					0	
Hispanic					0	
Black Non-Hispanic					0	
Asian					0	
American Indian or Alaska Native					0	
Native Hawaiian & Other Pac Islr					0	
Two or More					0	
Other					0	
TOTALS	0	0	0	0	0	0
Open DCFS					0	
Post Adoption					0	
Probation					0	
TOTALS	0	0	0	0	0	0

OCAP INITIAL SERVICE COUNT.							
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.							
Nondisabled Adults Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors	Parenting	TIER II Support Groups
White Non-Hispanic					0		
Hispanic					0		
Black Non-Hispanic					0		
Asian					0		
American Indian or Alaska Native					0		
Native Hawaiian & Other Pac Islr					0		
Two or More					0		
Other					0		
TOTALS	0	0	0	0	0	0	0
Open DCFS					0		
Post Adoption					0		
Probation					0		
TOTALS	0	0	0	0	0	0	0

OCAP INITIAL SERVICE COUNT.							
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.							
Disabled Adults Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors	Parenting	TIER II Support Groups
White Non-Hispanic					0		
Hispanic					0		
Black Non-Hispanic					0		
Asian					0		
American Indian or Alaska Native					0		
Native Hawaiian & Other Pac Islr					0		
Two or More					0		
Other					0		
TOTALS	0	0	0	0	0	0	0
Open DCFS					0		
Post Adoption					0		
Probation					0		
TOTALS	0	0	0	0	0	0	0

OCAP INITIAL SERVICE COUNT.							
A COUNT IS ADDED ONLY FOR THE FIRST TIME A SERVICE IS PROVIDED TO THE CLIENT.							
Total Clients Served	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors	Parenting	TIER II Support Groups
White Non-Hispanic	0	0	0	0	0	0	0
Hispanic	0	0	0	0	0	0	0
Black Non-Hispanic	0	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0
American Indian or Alaska Native	0	0	0	0	0	0	0
Native Hawaiian & Other Pac Islr	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0
Open DCFS	0	0	0	0	0	0	0
Post Adoption	0	0	0	0	0	0	0
Probation	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0

# TECHNICAL EXHIBIT 1

Name of APSS AGENCY:		NEW TIER I Clients Served -- MONTHLY TOTALS													
Clients Served	NEW CLIENTS -- OPEN DCFS CASE				NEW POST ADOPTION CLIENTS				New Nondisabled NMD	New Disabled NMD	New Hesitant Children	New Families -- Open DCFS Case	New Post Adoption Families (No open DCFS case or DCFS referral)	New Unmatched Children received	New Unmatched Resource Parent received
	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults							
White Non-Hispanic															
Hispanic															
Black Non-Hispanic															
Asian															
American Indian or Alaska Native															
Other Pac Islr															
Two or More															
Other															
TOTALS	0	0	0	0	0	0	0	0	0	0	0				

NEW TIER II Clients Served -- MONTHLY TOTALS													
Clients Served	NEW CLIENTS -- OPEN DCFS CASE				NEW POST ADOPTION CLIENTS				New Nondisabled NMD	New Disabled NMD	New Hesitant Children	New Families -- Open DCFS Case	New Post Adoption Families (No open DCFS case or DCFS referral)
	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults					
White Non-Hispanic													
Hispanic													
Black Non-Hispanic													
Asian													
American Indian or Alaska Native													
Other Pac Islr													
Two or More													
Other													
TOTALS	0	0	0	0	0	0	0	0	0	0	0		

CONTINUING TIER I Clients Served -- MONTHLY TOTALS																			
Clients Served	CONTINUING CLIENTS -- OPEN DCFS CASE				CONTINUING POST ADOPTION CLIENTS				Continuing Nondisabled NMD	Continuing Disabled NMD	Continuing Hesitant Children	Continuing Families -- Open DCFS Case	Continuing Post Adoption Families (No open DCFS case or DCFS referral)	Continuing Unmatched Children received	Continuing Unmatched Resource Parent received				
	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults											
White Non-Hispanic																			
Hispanic																			
Black Non-Hispanic																			
Asian																			
American Indian or Alaska Native																			
Other Pac Islr																			
Two or More																			
Other																			
TOTALS	0	0	0	0	0	0	0	0	0	0	0								

CONTINUING TIER II Clients Served -- MONTHLY TOTALS													
Clients Served	CONTINUING CLIENTS -- OPEN DCFS CASE				CONTINUING POST ADOPTION CLIENTS				Continuing Nondisabled NMD	Continuing Disabled NMD	Continuing Hesitant Children	Continuing Families -- Open DCFS Case	Continuing Post Adoption Families (No open DCFS case or DCFS referral)
	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults	Nondisabled Children	Disabled Children	Nondisabled Adults	Disabled Adults					
White Non-Hispanic													
Hispanic													
Black Non-Hispanic													
Asian													
American Indian or Alaska Native													
Other Pac Islr													
Two or More													
Other													
TOTALS	0	0	0	0	0	0	0	0	0	0	0		

Name of APSS AGENCY:				0												
TIER I	New DCFS Clients			Continuing DCFS Clients			New Post Adoption Clients			Continuing Post Adoption Clients			New NMD	Cont NMD	New Hesitant	Cont Hesitant
	Families	Adults	Children	Families	Adults	Children	Families	Adults	Children	Families	Adults	Children				
	0	0	0	0	0	0	0	0	0	0	0	0				
TIER II	New DCFS Clients			Continuing DCFS Clients			New Post Adoption Clients			Continuing Post Adoption Clients			New NMD	Cont NMD	New Hesitant	Cont Hesitant
	Families	Adults	Children	Families	Adults	Children	Families	Adults	Children	Families	Adults	Children				
	0	0	0	0	0	0	0	0	0	0	0	0				
TOTALS	New DCFS Clients			Continuing DCFS Clients			New Post Adoption Clients			Continuing Post Adoption Clients			New NMD	Cont NMD	New Hesitant	Cont Hesitant
	Families	Adults	Children	Families	Adults	Children	Families	Adults	Children	Families	Adults	Children				
	0	0	0	0	0	0	0	0	0	0	0	0				

Unmatched Counts	
New Unmatched Children	New Unmatched Adults
0	0
Cont. Unmatched Children	Cont. Unmatched Adults
0	0
0	0
0	0

FCS Termination Codes		Closed Cases -- MONTHLY TOTALS							
Clients Served	CLOSED DCFS CLIENTS			CLOSED POST ADOPTION CLIENTS			Total Children	Total Adults	Total Families
	Children	Adults	Families	Children	Adults	Families			
Goals Completed: Stabilized							0	0	0
Stabilized and Finalized							0	0	0
Stabilized - Finalization expected							0	0	0
Agency Services given - Client non-compliant							0	0	0
Agency Services given - Client moved SPA							0	0	0
Agency Services given - Client moved SPA to Permanent Placement							0	0	0
Agency Services given - Client moved to higher Level of Care							0	0	0
Agency Services given - Client in need of more intensive services							0	0	0
CSW/ASW non-responsive							0	0	0
Referral not appropriate							0	0	0
Referral not appropriate and other services in place							0	0	0
Client declined prior to signing ISP							0	0	0
Client non-responsive prior to signing ISP							0	0	0
Transferred APSS providers							0	0	0
Client removed from home - Placement disruption/dissolution							0	0	0
Client voluntarily placed in residential treatment							0	0	0
Client removed because Home Study denied							0	0	0
Client removed - AWOL							0	0	0
Legal Guardianship							0	0	0
Long-term Foster Care							0	0	0
Reunification with birth parents							0	0	0
Child moved to new family							0	0	0
Death of child							0	0	0
Court Order							0	0	0
Other							0	0	0
Entered in Error							0	0	0
TOTALS	0	0	0	0	0	0	0	0	0

### Termination Codes: TIER 2 Clients

Closed Cases -- MONTHLY TOTALS									
Clients Served	CLOSED DCFS CLIENTS			CLOSED POST ADOPTION CLIENTS			Total Children	Total Adults	Total Families
	Children	Adults	Families	Children	Adults	Families			
Client Request for Closure							0	0	0
Higher level of services needed (non							0	0	0
Client referred back to TIER 1 for full APSS Services							0	0	0
Client is not meeting attendance requirements							0	0	0
Client is not meeting group requirements							0	0	0
Other:							0	0	0
TOTALS	0	0	0	0	0	0	0	0	0

Name of APSS AGENCY:							
<b>OCAP TOTAL CLOSURES (ALL FCS TERMINATION CODES)</b>							
A COUNT IS ADDED FOR EACH SERVICE THE CLIENT PARTICIPATED IN DURING THE ENTIRE SERVICE PERIOD							
Total Closed Clients	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors	Parenting	TIER II SUPPORT GROUPS
Nondisabled Children					0		
Disabled Children					0		
<b>Total Children Closed</b>	0	0	0	0	0		0
Nondisabled Adults					0		
Disabled Adults					0		
<b>Total Adults Closed</b>	0	0	0	0	0	0	0

Name of APSS AGENCY:								
OCAP TOTAL SUCCESSFUL OUTCOMES (FCS TERMINATION CODES 1-3)								
A COUNT IS ADDED FOR EACH SERVICE THE CLIENT PARTICIPATED IN DURING THE ENTIRE SERVICE PERIOD								
Total Successful Clients	Mental Health Services	Case Mgmt	Support Groups	Mentor	Auto Totals Support Grps & Mentors	Parenting	TIER II SUPPORT GROUPS	
Nondisabled Children					0			
Disabled Children					0			
Total Children Closed	0	0	0	0	0		0	
Nondisabled Adults					0			
Disabled Adults					0			
Total Adults Closed	0	0	0	0	0		0	0

[illegible]

## TECHNICAL EXHIBIT 1

[illegible][illegible]

## Adoption Promotion & Support Services Adolescent Customer Satisfaction Survey

The Department of Children and Family Services would like to know how satisfied adolescents are with the services provided by \_\_\_\_\_. Please take a few minutes to answer the following questions. The information from this survey will be kept confidential and will only be used to improve the quality of services provided to other adolescents.

**Part 1. From the list below mark ALL that apply.**

**Ethnicity:**

- ☐ African American
 ☐ Asian/Pacific Islander
 ☐ Caucasian
 ☐ Hispanic/Latin/o/a/x  
☐ Native American/  
Alaskan Native
 ☐ Other
 ☐ 2 or more Ethnicities

**Adoption History:**

- ☐ Matched with Family
 ☐ Placed in Adoptive Home
 ☐ Unmatched
 ☐ Undecided about Adoption  
☐ Adoption Papers Signed
 ☐ Adoption Finalized
 ☐ Adopted by Relative
 ☐ Adopted with Siblings

**Part 2. From the list below mark all the services that you have received.**

- ☐ Individual Therapy
 ☐ Family Therapy
 ☐ Support Group
 ☐ Mentoring
 ☐ Other \_\_\_\_\_

How many months have you been receiving services? \_\_\_\_\_

**Part 3. If services were declined, please mark all the reasons that apply:**

1. Changed my mind about being adopted..... ☐  
 2. Did not feel the agency could meet my needs..... ☐  
 3. Already had other services in place..... ☐  
 4. Other, please explain:

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**Part 4. Please read the following attributes and rate your level of satisfaction with the services you received**

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
1. The accessibility of the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The helpfulness/friendliness of the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The information provided to you by the agency representative.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The responsiveness of the agency representative to any questions.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The timeliness in receiving services.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Generally, how satisfied are you with the services received.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part 5.** Please read the following questions and answer them as honestly as possible.

7. Would you recommend this agency to other adolescents?..... ☐Yes ☐No

Why/Why Not? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. In the space below, please let us know what we can do to better support you.

\_\_\_\_\_

\_\_\_\_\_

9. Would you be interested in discussing your experience with a DCFS representative? ..... ☐Yes ☐No

If yes, please provide us with the following contact information so that a DCFS representative may contact you.

Full Name (First and Last)	Telephone No.	Preferred time when you can be contacted
----------------------------	---------------	--

10. Any other comments?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Promoción de Adopción y Servicios de Apoyo

### Encuesta de Satisfacción para Clientes Adolescentes

El Departamento Servicios Familiares y de Niños quisiera saber que satisfechos están los adolescentes con los servicios proveídos por \_\_\_\_\_. Favor de tomar unos minutos para contestar las siguientes preguntas. La información de esta encuesta se mantendrá confidencial y solo será utilizada para mejorar la calidad de los servicios proveído a otros adolescentes.

#### Parte 1. Marque TODO lo que aplica de lo siguiente

##### Etnicidad:

- ☐ Afro-Americano
 ☐ Asiático/Isleño Pacifico
 ☐ Caucásico
 ☐ Hispano-a/Latino-a-x  
☐ Indio Americano/ Nativo de Alaska
 ☐ Otro
 ☐ 2 o más etnicidades

##### Historia de Adopción:

- ☐ Emparejado con una familia
 ☐ Colocado en hogar adoptivo
 ☐ No esta emparejado con una familia
 ☐ Indeciso/a sobre la adopción  
☐ Documentos de adopción firmados
 ☐ Adopción finalizada
 ☐ Adoptado por parientes familiares
 ☐ Adoptado con hermanos/as

#### Parte 2. De la lista siguiente, marque todos los servicios que ha recibido.

- ☐ Terapia Individual
 ☐ Terapia Familiar
 ☐ Grupo de Apoyo
 ☐ Servicios con un Mentor
 ☐ Otro \_\_\_\_\_

¿Por cuantos meses ha estado recibiendo servicios usted?: \_\_\_\_\_

#### Parte 3. Si los servicios se rechazaron, marque todas las razones correspondientes.

1. Cambié de opinión sobre la adopción ..... ☐  
 2. No sentí que la agencia pudiera satisfacer mis necesidades ..... ☐  
 3. Tenía otros servicios en curso ..... ☐  
 4. Otra razón, por favor explique \_\_\_\_\_

#### Parte 4. Favor de leer los siguientes atributos y clasifique el nivel de satisfacción con los servicios que usted recibió.

	Muy Satisfecho	Satisfecho	Neutral	Insatisfecho	muy insatisfecho
1. La accesibilidad del representante de la agencia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
La amabilidad y lo servicial que fue el representante de la					
2. agencia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. La información que le proveyó el representante de la agencia..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
El interés del representante de la agencia sobre sus					
4. preguntas.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. La puntualidad en recibir servicios..... ☐ ☐ ☐ ☐ ☐
- El general, ¿qué tan satisfecho estuvo usted con los servicios
6. que recibió?..... ☐ ☐ ☐ ☐ ☐

**Parte 5.** Favor de leer las siguientes preguntas y responda honestamente.

7. ¿Recomendaría usted esta agencia a otros adolescentes?..... ☐ Si ☐ No

¿Por qué si/Por qué no? \_\_\_\_\_

8. En el espacio abajo, por favor déjenos saber que podríamos hacer para mejor servirle.

- ¿Estaría usted interesado en discutir su experiencia con un representante del Departamento
9. de Servicios para Niños y Familias (DCFS)?..... ☐ Si ☐ No

Si le gustaría, favor de proporcionarlos la siguiente información para que el representante de DCFS se pueda comunicar con usted.

Nombre completo (primer y apellido)

Numero de teléfono

Hora mas conveniente para usted

10. ¿Algún otro comentario?

## Adoption Promotion & Support Services Parent Customer Satisfaction Survey

The Department of Children and Family Services would like to know how satisfied care providers are with the services provided by \_\_\_\_\_. Please take a few minutes to answer the following questions. The information from this survey will be kept confidential and will only be used to improve the quality of services provided to other care providers.

**Part 1. From the list below mark ALL that apply**

**Ethnicity:**

- ☐ African American
 ☐ Asian/Pacific Islander
 ☐ Caucasian
 ☐ Hispanic/Latin/o/a/x  
☐ Native American/Alaskan Native
 ☐ Other
 ☐ 2 or more Ethnicities

**Head of Household:** ☐ Single Parent ☐ Couple

**Adoption Status:**

- ☐ Matched with Child
 ☐ Child in Home
 ☐ Unmatched
 ☐ Adoption Finalized  
☐ Undecided about Adoption
 ☐ Adoption Papers Signed
 ☐ Adopting Relative
 ☐ Adopting Siblings  
☐ Previously Adopted

**Part 2. From the list below, mark all the services that you have received.**

- ☐ Individual Therapy
 ☐ Family Therapy
 ☐ Parenting
 ☐ Support Group
 ☐ Mentoring
 ☐ Other \_\_\_\_\_

How many months have you been receiving services? \_\_\_\_\_

**Part 3. If services were declined, please mark all the applicable reasons.**

1. Children do not know they are adopted..... ☐
2. Changed my mind about adopting..... ☐
3. Did not feel the agency could meet the needs of my family..... ☐
4. Already had other services in place..... ☐
5. Other, please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part 4. Please read the following attributes and rate your level of satisfaction with the services you received.**

- |   | Very Satisfied           | Satisfied                | Neutral                  | Dissatisfied             | Very Dissatisfied        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. The accessibility of the agency representative.....            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The helpfulness/friendliness of the agency representative..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- |  |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 3. The information provided to you by the agency representative.....     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The responsiveness of the agency representative to any questions..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The timeliness in receiving services.....                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Generally, how satisfied are you with the services received.....      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Part 5.** Please read the following questions and answer them as honestly as possible.

7. Would you recommend this agency to others?..... ☐Yes ☐No

Why/Why Not? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. In the space below, please let us know what we can do to better support you.

\_\_\_\_\_  
 \_\_\_\_\_

9. Would you be interested in discussing your experience with a DCFS representative? ..... ☐ Yes ☐ No

If yes, please provide us with the following contact information so that a DCFS representative may contact you.

Full Name (First and Last)

Telephone No.

Preferred time when you can be contacted

10. Any other comments?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Promoción de Adopción y Servicios de Apoyo

### Encuesta de Satisfacción

El Departamento Servicios Familiares y de Niños quisiera saber que satisfechos están los proveedores de cuidado con los servicios proveídos por \_\_\_\_\_. Favor de tomar unos minutos para contestar las siguientes preguntas. La información de esta encuesta se mantendrá confidencial y solo será utilizada para mejorar la calidad de los servicios proveído a otros adolescentes.

#### Parte 1. Marque *TODO* lo que aplica de lo siguiente.

##### Etnicidad:

- ☐ Afro-Americano
 ☐ Asiático/Isleño Pacifico
 ☐ Caucásico
 ☐ Hispano-a/Latino-a-x  
☐ Indio Americano/ Nativo de Alaska
 ☐ Otro
 ☐ 2 o más etnicidades

##### Cabeza del Hogar:

- ☐ Madre Soltera
 ☐ Padre soltero
 ☐ Pareja

##### Historia de Adopción:

- ☐ Emparejado con un/a niño/a
 ☐ Niño en el hogar
 ☐ No esta emparejado con un/a niño/a
 ☐ Indeciso/a sobre la adopción  
☐ Documentos de adopción firmados
 ☐ Adopción finalizada
 ☐ Adoptando a un pariente familiar
 ☐ Adoptando hermanos/as  
☐ Adopto anteriormente

#### Parte 2. De la lista siguiente, marque todos los servicios que ha recibido.

- ☐ Terapia Individual
 ☐ Terapia Familiar
 ☐ Clases para Padres
 ☐ Grupo de Apoyo
 ☐ Servicios con un Mentor
 ☐ Otro \_\_\_\_\_

¿Por cuantos meses ha estado recibiendo servicios usted?: \_\_\_\_\_

#### Parte 3. Si los servicios se rechazaron, marque todas las razones correspondientes.

1. Los niños no saben que son adoptados ..... ☐  
 2. Cambié de opinión sobre la adopción ..... ☐  
 3. No sentí que la agencia pudiera satisfacer las necesidades de mi familia ..... ☐  
 4. Tenía otros servicios en curso ..... ☐  
 5. Otra razón, por favor explique \_\_\_\_\_  
 \_\_\_\_\_

#### Parte 4. Favor de leer los siguientes atributos y clasifique el nivel de satisfacción con los servicios que usted recibió.

- |  | Muy Satisfecho           | Satisfecho               | Neutral                  | Insatisfecho             | muy insatisfecho         |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. La accesibilidad del representante de la agencia..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- |   |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| La amabilidad y lo servicial que fue el representante de la       |                          |                          |                          |                          |                          |
| 2. agencia.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. La información que le proveyó el representante de la agencia.. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| El interés del representante de la agencia sobre sus              |                          |                          |                          |                          |                          |
| 4. preguntas.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. La puntualidad en recibir servicios.....                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| En general, ¿qué tan satisfecho estuvo usted con los servicios    |                          |                          |                          |                          |                          |
| 6. que recibió?.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Parte 5.** Favor de leer las siguientes preguntas y responda honestamente.

7. ¿Recomendaría usted esta agencia a otros?..... ☐ Si ☐ No

¿Por qué si/¿Por qué no? \_\_\_\_\_

8. En el espacio abajo, por favor déjenos saber que podríamos hacer para mejor apoyarlos como padres adoptivos.

9. ¿Estaría usted interesado en discutir su experiencia con un representante del Departamento de Servicios para Niños y Familias (DCFS)?..... ☐ Si ☐ No

Si le gustaría, favor de proporcionarlos la siguiente información para que el representante de DCFS se pueda comunicar con usted.

Nombre completo (primer y apellido)	Numero de teléfono	Hora mas conveniente para usted
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10. ¿Algún otro comentario? \_\_\_\_\_

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**ADOPTION PROMOTION & SUPPORT SERVICES INTAKE FORM**

Form should be initiated at time of intake by agency staff for all TIER I clients. If family/child is referred to an APSS provider located in another SPA this form should be faxed or emailed to the receiving provider. Receiving APSS provider should initiate a new Intake form and keep original on file.

**Section A. Agency Information**

<b>Agency Name:</b>	<b>Initial Contact with CSW:</b>
<b>SPA:</b>	<b>Initial Contact with Client:</b>
<b>APSS Referral # :</b>	<b>Intake Date:</b>
<b>Was intake completed in 5 business days?</b>	<b>If no, why? (Use Reason Code)</b> 1—Family Schedule 2—Agency Waitlist 3—Case Manager Schedule 4—CSW did not return phone call 5—Other (specify)
<b>Completed by:</b>	<b>Telephone #:</b>
<b>Referral Made By:</b> <input type="checkbox"/> DCFS <input type="checkbox"/> Other APSS Agency <input type="checkbox"/> Probation	<b>Name of Transferring Agency (if applicable):</b>
<b>Family previously participated in TIER II services and was referred back to TIER I for re-assessment and additional services:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Section B. Adult Information**

<b>Parent/Applicant 1:</b>	<b>DOB:</b>
<b>Name:</b>	
<b>Address:</b>	
<b>Phone #:</b>	
<b>Email address:</b>	
<b>Language (list all, starting with primary):</b>	
<b>a) Ethnicity:</b> <input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino/a/x <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____	
<b>b) Marital Status:</b> <input type="checkbox"/> Single-Never Married <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Cohabiting <input type="checkbox"/> Widowed <input type="checkbox"/> Unknown	
<b>c) Indicate highest completed:</b> <input type="checkbox"/> Elementary School (Grades 1-8) <input type="checkbox"/> GED <input type="checkbox"/> High School <input type="checkbox"/> Some College <input type="checkbox"/> College Degree <input type="checkbox"/> Graduate Degree <input type="checkbox"/> Vocational School	
<b>d) SOGIE:</b> <input type="checkbox"/> Consent to document obtained <input type="checkbox"/> Consent to document declined  <input type="checkbox"/> Check this box if client's Sex Assigned at Birth, Sexual Orientation and/or Gender Identity is confidential. If checked, staff reviewing this file are not to document the client's SOGIE in any notes/assessment/plans or share this information without client's consent.	
<b>Sex Assigned at Birth</b>	<b>Sexual Orientation</b>
<input type="checkbox"/> Female	<input type="checkbox"/> Asexual
<input type="checkbox"/> Male	<input type="checkbox"/> Bisexual
<input type="checkbox"/> Intersex	<input type="checkbox"/> Gay
<input type="checkbox"/> Declines to State	<input type="checkbox"/> Lesbian
	<input type="checkbox"/> Pan Sexual
	<input type="checkbox"/> Straight or Heterosexual
	<input type="checkbox"/> Declines to State
	<input type="checkbox"/> Not Listed
	<input type="checkbox"/> Unable to Determine
	<b>Gender Identity</b>
	<input type="checkbox"/> Gender Queer/Gender Non-Binary
	<input type="checkbox"/> Male
	<input type="checkbox"/> Female
	<input type="checkbox"/> Transgender Female
	<input type="checkbox"/> Transgender Male
	<input type="checkbox"/> Not Listed
	<input type="checkbox"/> Unsure
	<input type="checkbox"/> Declines to State
	<input type="checkbox"/> Did not Ask

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<b>Parent/Applicant 2:</b>		<b>DOB:</b>
<b>Name:</b>		
<b>Address (if different from above):</b>		
<b>Phone #: (if different from above):</b>		
<b>Email address: (if different):</b>		
<b>Language (list all, starting with primary):</b>		
<b>a) Ethnicity:</b>	<input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/ Latino/a/x <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____	
<b>b) Marital Status:</b>	<input type="checkbox"/> Single-Never Married <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Cohabiting <input type="checkbox"/> Widowed <input type="checkbox"/> Unknown	
<b>c) Indicate highest completed:</b>	<input type="checkbox"/> Elementary School (Grades 1-8) <input type="checkbox"/> GED <input type="checkbox"/> High School <input type="checkbox"/> Some College <input type="checkbox"/> College Degree <input type="checkbox"/> Graduate Degree <input type="checkbox"/> Vocational School	
<b>d) SOGIE:</b> <input type="checkbox"/> Consent to document obtained <input type="checkbox"/> Consent to document declined  <input type="checkbox"/> Check this box if client's Sex Assigned at Birth, Sexual Orientation and/or Gender Identity is confidential. If checked, staff reviewing this file are not to document the client's SOGIE in any notes/assessment/plans or share this information without client's consent.		
<b>Sex Assigned at Birth</b>	<b>Sexual Orientation</b>	<b>Gender Identity</b>
<input type="checkbox"/> Female	<input type="checkbox"/> Asexual	<input type="checkbox"/> Gender Queer/Gender Non-Binary
<input type="checkbox"/> Male	<input type="checkbox"/> Bisexual	<input type="checkbox"/> Male
<input type="checkbox"/> Intersex	<input type="checkbox"/> Gay	<input type="checkbox"/> Female
<input type="checkbox"/> Declines to State	<input type="checkbox"/> Lesbian	<input type="checkbox"/> Transgender Female
	<input type="checkbox"/> Pan Sexual	<input type="checkbox"/> Transgender Male
	<input type="checkbox"/> Straight or Heterosexual	<input type="checkbox"/> Not Listed
	<input type="checkbox"/> Declines to State	<input type="checkbox"/> Unsure
	<input type="checkbox"/> Not Listed	<input type="checkbox"/> Declines to State
	<input type="checkbox"/> Unable to Determine	<input type="checkbox"/> Did not Ask

**Section C. Household Income.**

<b>a) Source(s); check all that apply:</b>		
<input type="checkbox"/> Full-time employment <input type="checkbox"/> CalWorks <input type="checkbox"/> SSI-Supplemental Security Income <input type="checkbox"/> Private Disability Insurance <input type="checkbox"/> VA – Veteran's Administration	<input type="checkbox"/> Part-time employment <input type="checkbox"/> Child Support <input type="checkbox"/> SS-Social Security Benefits <input type="checkbox"/> AAP-Adoption Assistance Payment <input type="checkbox"/> Foster Care Payments	<input type="checkbox"/> Other. Describe:

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**Section D. Referred Child(ren) Information – Add more pages as needed**

Child 1

<b>APSS Referral # :</b>		<b>Last, First Name:</b>		<b>DOB:</b>	<b>Gender:</b>
<b>Type of Placement:</b> <input type="checkbox"/> Foster only, relative/NREFM <input type="checkbox"/> Foster only, State Licensed Home <input type="checkbox"/> Foster Only, FFA <input type="checkbox"/> Prospective Adoptive, State Licensed Home <input type="checkbox"/> Prospective Adoptive Family, FFA <input type="checkbox"/> Relative/NREFM <input type="checkbox"/> Finalized Adoptive Home <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Group Home <input type="checkbox"/> Residential Treatment Facility					
<b>Address (if different from Adult Information):</b>					
<b>Phone # (If different from Adult Information):</b>					
<b>Email address (if applicable):</b>					
<b>Language (list all, starting with primary):</b>					
<b>Ethnicity:</b> <input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino/a/x <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____					
<b>Sibling Information:</b> Does the child have birth siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No Is child placed with siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, is sibling: <input type="checkbox"/> Under DCFS supervision <input type="checkbox"/> adopted <input type="checkbox"/> visiting <input type="checkbox"/> Unknown					
<b>Education Information:</b>		Grade: _____ IEP requested <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____	IEP on File? <input type="checkbox"/> Yes <input type="checkbox"/> No	Receiving Special Education Services? <input type="checkbox"/> Yes <input type="checkbox"/> No	If NO, would child benefit from SE? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>School Name and Address:</b>					
<b>Mental Health Information:</b>		Medi-Cal number: _____		Private Insurance Provider: _____	
		Is child in Therapy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name of therapist and phone number: _____	
		DSM Diagnosis: _____			
		Psychotropic Medication? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name and dosage of medication: _____	
<b>SOGIE:</b> <input type="checkbox"/> Consent to document obtained <input type="checkbox"/> Consent to document declined  <input type="checkbox"/> Check this box if client's Sex Assigned at Birth, Sexual Orientation and/or Gender Identity is confidential. If checked, staff reviewing this file are not to document the client's SOGIE in any notes/assessment/plans or share this information without client's consent.					
<b>Sex Assigned at Birth</b>		<b>Sexual Orientation</b>		<b>Gender Identity</b>	
<input type="checkbox"/> Female		<input type="checkbox"/> Asexual		<input type="checkbox"/> Gender Queer/Gender Non-Binary	
<input type="checkbox"/> Male		<input type="checkbox"/> Bisexual		<input type="checkbox"/> Male	
<input type="checkbox"/> Intersex		<input type="checkbox"/> Gay		<input type="checkbox"/> Female	
<input type="checkbox"/> Declines to State		<input type="checkbox"/> Lesbian		<input type="checkbox"/> Transgender Female	
		<input type="checkbox"/> Pan Sexual		<input type="checkbox"/> Transgender Male	
		<input type="checkbox"/> Straight or Heterosexual		<input type="checkbox"/> Not Listed	
		<input type="checkbox"/> Declines to State		<input type="checkbox"/> Unsure	
		<input type="checkbox"/> Not Listed		<input type="checkbox"/> Declines to State	
		<input type="checkbox"/> Unable to Determine		<input type="checkbox"/> Did not Ask	

TO BE FILED IN INDIVIDUAL CASE RECORD

Child 2

<b>APSS Referral # :</b>		<b>Last, First Name:</b>		<b>DOB:</b>	<b>Gender:</b>
<b>Type of Placement:</b> <input type="checkbox"/> Foster only, relative/NREFM <input type="checkbox"/> Foster only, State Licensed Home <input type="checkbox"/> Foster Only, FFA <input type="checkbox"/> Prospective Adoptive, State Licensed Home <input type="checkbox"/> Prospective Adoptive Family, FFA <input type="checkbox"/> Relative/NREFM <input type="checkbox"/> Finalized Adoptive Home <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Group Home <input type="checkbox"/> Residential Treatment Facility					
<b>Address (if different from Adult Information):</b>					
<b>Phone # (If different from Adult Information):</b>					
<b>Email address (if applicable):</b>					
<b>Language (list all, starting with primary):</b>					
<b>Ethnicity:</b>		<input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino/a/x <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____			
<b>Sibling Information:</b>		Does the child have birth siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No Is child placed with siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, is sibling: <input type="checkbox"/> Under DCFS supervision <input type="checkbox"/> adopted <input type="checkbox"/> visiting <input type="checkbox"/> Unknown			
<b>Education Information:</b>		Grade: _____  IEP requested <input type="checkbox"/> Yes <input type="checkbox"/> No  Date: _____	IEP on File? <input type="checkbox"/> Yes <input type="checkbox"/> No	Receiving Special Education Services? <input type="checkbox"/> Yes <input type="checkbox"/> No	If NO, would child benefit from SE? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>School Name and Address:</b>					
<b>Mental Health Information:</b>	Medi-Cal number:		Private Insurance Provider:		
	Is child in Therapy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name of therapist and phone number:		
	DSM Diagnosis:				
	Psychotropic Medication? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, name and dosage of medication: _____		
<b>SOGIE:</b> <input type="checkbox"/> Consent to document obtained <input type="checkbox"/> Consent to document declined  <input type="checkbox"/> Check this box if client's Sex Assigned at Birth, Sexual Orientation and/or Gender Identity is confidential. If checked, staff reviewing this file are not to document the client's SOGIE in any notes/assessment/plans or share this information without client's consent.					
<b>Sex Assigned at Birth</b>		<b>Sexual Orientation</b>		<b>Gender Identity</b>	
<input type="checkbox"/> Female		<input type="checkbox"/> Asexual		<input type="checkbox"/> Gender Queer/Gender Non-Binary	
<input type="checkbox"/> Male		<input type="checkbox"/> Bisexual		<input type="checkbox"/> Male	
<input type="checkbox"/> Intersex		<input type="checkbox"/> Gay		<input type="checkbox"/> Female	
<input type="checkbox"/> Declines to State		<input type="checkbox"/> Lesbian		<input type="checkbox"/> Transgender Female	
		<input type="checkbox"/> Pan Sexual		<input type="checkbox"/> Transgender Male	
		<input type="checkbox"/> Straight or Heterosexual		<input type="checkbox"/> Not Listed	
		<input type="checkbox"/> Declines to State		<input type="checkbox"/> Unsure	
		<input type="checkbox"/> Not Listed		<input type="checkbox"/> Declines to State	
		<input type="checkbox"/> Unable to Determine		<input type="checkbox"/> Did not Ask	

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Child 3

<b>APSS Referral # :</b>		<b>Last, First Name:</b>		<b>DOB:</b>	<b>Gender:</b>
<b>Type of Placement:</b> <input type="checkbox"/> Foster only, relative/NREFM <input type="checkbox"/> Foster only, State Licensed Home <input type="checkbox"/> Foster Only, FFA <input type="checkbox"/> Prospective Adoptive, State Licensed Home <input type="checkbox"/> Prospective Adoptive Family, FFA <input type="checkbox"/> Relative/NREFM <input type="checkbox"/> Finalized Adoptive Home <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Group Home <input type="checkbox"/> Residential Treatment Facility					
<b>Address (if different from Adult Information):</b>					
<b>Phone # (If different from Adult Information):</b>					
<b>Email address (if applicable):</b>					
<b>Language (list all, starting with primary):</b>					
<b>Ethnicity:</b> <input type="checkbox"/> White, non-Hispanic <input type="checkbox"/> African American/Black <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino/a/x <input type="checkbox"/> Asian/Pacific-Islander <input type="checkbox"/> Other _____					
<b>Sibling Information:</b> Does the child have birth siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No Is child placed with siblings? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, is sibling: <input type="checkbox"/> Under DCFS supervision <input type="checkbox"/> adopted <input type="checkbox"/> visiting <input type="checkbox"/> Unknown					
<b>Education Information:</b> Grade: _____ IEP requested <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____		IEP on File? <input type="checkbox"/> Yes <input type="checkbox"/> No		Receiving Special Education Services? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If NO, would child benefit from SE? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>School Name and Address:</b>					
<b>Mental Health Information:</b> Medi-Cal number: _____ Private Insurance Provider: _____ Is child in Therapy? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, name of therapist and phone number: _____ DSM Diagnosis: _____ Psychotropic Medication? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, name and dosage of medication: _____					
<b>SOGIE:</b> <input type="checkbox"/> Consent to document obtained <input type="checkbox"/> Consent to document declined  <input type="checkbox"/> Check this box if client's Sex Assigned at Birth, Sexual Orientation and/or Gender Identity is confidential. If checked, staff reviewing this file are not to document the client's SOGIE in any notes/assessment/plans or share this information without client's consent.					
<b>Sex Assigned at Birth</b>		<b>Sexual Orientation</b>		<b>Gender Identity</b>	
<input type="checkbox"/> Female		<input type="checkbox"/> Asexual		<input type="checkbox"/> Gender Queer/Gender Non-Binary	
<input type="checkbox"/> Male		<input type="checkbox"/> Bisexual		<input type="checkbox"/> Male	
<input type="checkbox"/> Intersex		<input type="checkbox"/> Gay		<input type="checkbox"/> Female	
<input type="checkbox"/> Declines to State		<input type="checkbox"/> Lesbian		<input type="checkbox"/> Transgender Female	
		<input type="checkbox"/> Pan Sexual		<input type="checkbox"/> Transgender Male	
		<input type="checkbox"/> Straight or Heterosexual		<input type="checkbox"/> Not Listed	
		<input type="checkbox"/> Declines to State		<input type="checkbox"/> Unsure	
		<input type="checkbox"/> Not Listed		<input type="checkbox"/> Declines to State	
		<input type="checkbox"/> Unable to Determine		<input type="checkbox"/> Did not Ask	

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## Section E. Information on Others Living in Household

### Information on Other Adults Living in Household:

*	Last Name	First Name	Ethnicity	Gender	DOB	Relation***
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

### Information on Children Living in Household

*	Last Name	First Name	Ethnicity	Gender	DOB	Education Level **	Relation***
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							

* Check box if adult/child will be recipient of direct services	** Education Level Indicate level for each child N-Not in School I-Infant/Toddler.(0-2 years) P-Preschooler (3-5 years) E-Elementary School (Grades K-8) H-High School C-College/Vocational		Ethnicity Codes W--White, non-Hispanic B—African American/Black N—Native American H—Hispanic/Latino/a/x A—Asian/Pacific Islander O--Other		**Relation select code that best describes the relationship to referred child B-Biological Parent R-Relative S-Sibling F-Foster Sibling N-Nonrelative Extended Family O-Other		

## Section F: Please describe the Presenting Problems/Areas of Concern As Described by Parent/Applicant/Child (Use Additional Paper As Needed)

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**Section G: Please Describe Goals/Outcomes as Described by Parent/Applicant/Child (Use Additional Paper As Needed)**

--

**Section H. Preliminary Assessment of Services Needed In Addition To Case Management Services as Determined by APSS Agency**

<input type="checkbox"/> 01 Individual Therapy for Child/ren <input type="checkbox"/> 02 Individual Therapy for Adult/s <input type="checkbox"/> 03 Family Therapy	<input type="checkbox"/> 04 Mentor for Child/ren <input type="checkbox"/> 05 Mentor for Adult/s <input type="checkbox"/> 06 Parenting	<input type="checkbox"/> 07 Support Group for Child/ren <input type="checkbox"/> 05 Support Group for Adult/s <input type="checkbox"/> 06 Other: _____
<b>Additional Comments if Needed:</b>		

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**TO BE FILED IN INDIVIDUAL CASE RECORD**

**ADOPTION PROMOTION & SUPPORT SERVICES EXIT FORM**

Form should be completed at time of discharge/termination of services for TIER I clients by agency staff. If family/child is transferred to an APSS provider located in another SPA this form should be faxed or emailed to the receiving provider. Receiving APSS provider should keep transferring case documents on file and complete new form upon service completion/termination of service from their agency. This form should also be completed for TIER I clients when transferring to TIER II maintenance services. Eligibility for participation and successful transition into TIER II services must be documented on this form.

**Exit/Closing Information**

<b>APSS Referral # :</b>		<b>Referral Date:</b>	
<b>Focus Child Name:</b>		<b>Focus Child DOB:</b>	
<b>Resource Parent/Family Name:</b>			
<b>Provider:</b>		<b>SPA:</b>	
<b>Closing Reason</b>	<b>Select a reason from code below</b>		
<b>Date Referral Closed:</b>			
<b>Closing Reason</b>	<b>Select a reason from code below</b>		
<b>Transfers</b>	Did the family move to another SPA?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	If YES, was the referral transferred to another APSS Agency?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	a) Please indicate APSS Agency that case was transferred to:		
	b) Indicate the date the referral was faxed or emailed to the new Agency:		
	If NO, why wasn't the referral transferred to another Agency?		
<b>*Key for TIER I Closing Reason</b>			
1—Completed: Stabilized		14—Transferred APSS Providers	
2—Stabilized and Finalized		15—Client removed from home-placement disruption/dissolution	
3—Stabilized-Finalization expected		16—Client voluntarily placed in residential treatment	
4—Agency's Services given-Client non-compliant		17—Client removed because RFA denied	
5—Agency's Services given-Client moved SPA		18—Client removed-Caregiver issue	
6—Agency's Services given-Client moved SPA to permanent placement		19—AWOL	
7—Agency's Services given-client moved to higher level of care		20—Legal Guardianship	
8—Agency's Services given-client in need of more intensive services		21—Long-term foster care/Another Planned Permanent Living Arrangement	
9—CSW/ASW non-responsive		22—Reunification with birth parents	
10—Referral not appropriate		23—Child moved to new family	
11—Referral not appropriate and other services in place		24—Death of child	
12—Client Declined prior to signing ISP		25—Court Order	
13—Client non-responsive prior to signing ISP		26—Client declined services during initial introductory period/intake period.	
		27—Other (specify)	

**Summary of Actual Services In Addition To Case Management Provided to Client Services as Determined by APSS Agency**

<input type="checkbox"/> 01 Individual Therapy for Child/ren <input type="checkbox"/> 02 Individual Therapy for Adult/s <input type="checkbox"/> 03 Family Therapy	<input type="checkbox"/> 04 Mentor for Child/ren <input type="checkbox"/> 05 Mentor for Adult/s <input type="checkbox"/> 06 Parenting	<input type="checkbox"/> 07 Support Group for Child/ren <input type="checkbox"/> 05 Support Group for Adult/s <input type="checkbox"/> 06 Other: _____
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TO BE FILED IN INDIVIDUAL CASE RECORD

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**Outcome for all referred individuals being served (list all individuals but not all will not have status codes)**

NAME	SPECIFY CHILD OR ADULT	STATUS START*	STATUS END*

**\*KEY FOR STATUS START AND END**

Children Adoption Status'	Adult Adoption Status'
1 – Hesitant about Adoption	1 – Foster/Resource Parents Only
2 – Adoptive Home Needed	2 – RFA Completed: No Child in the Home
3 – Matched: Pre-Placement	3 – Family Matched: Child Identified
4 – Child Placed in Home that Intends on Adopting	4 – RFA in Progress: Child in Home
5 – Child in Home of Legal Guardian	5 – RFA Complete: Child in Home
6 – Child in Home: Adoption Papers Signed	6 – Legal guardians
7 – Child in Home: Adoption Finalized	7 – Adoption Papers Signed
	8 – Child in Home: Adoption Finalized

**TIER II Maintenance Services**Does family meet eligibility for TIER II Maintenance Services? ☐ Yes ☐ NoHave eligible clients consented to transfer, and signed the TIER II Support-Group-Only Consent Forms? ☐ Yes ☐ No**Please list clients who will be transferred from TIER I into TIER II:**

NAME	SPECIFY CHILD OR ADULT	TIER II START DATE	TIER II END DATE	TIER II CLOSING REASON

TO BE FILED IN INDIVIDUAL CASE RECORD



COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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**\*Key for TIER II Closing Reason**

1—Client request for closure	4—Client is not meeting attendance requirements
2—Higher level of service needed (non APSS)	5—Client is not meeting group requirements
3—Client referred back to TIER I for full APSS services	6—Other:

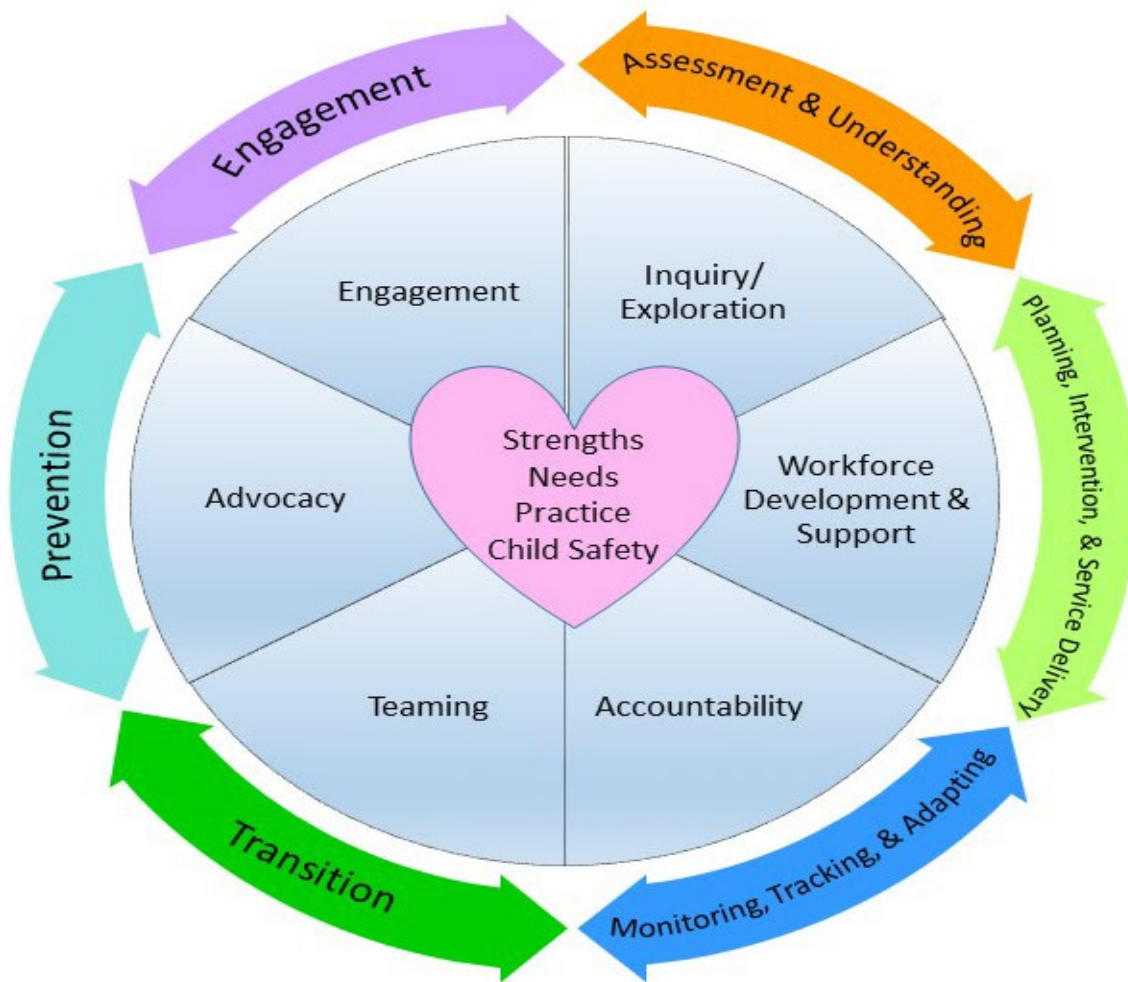
**Additional Comments if Needed:**

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TO BE FILED IN INDIVIDUAL CASE RECORD

# Integrated Core Practice Model

## Practice Components





## California Integrated Core Practice Model (ICPM) Practice Behaviors

Foundational Behaviors	
<ul style="list-style-type: none"> <li>Be open, honest, clear, and respectful in your communication.</li> <li>Promote accountability.</li> </ul>	
PRACTICE BEHAVIORS	LEADERSHIP BEHAVIORS
<b>Engagement Behaviors</b> <ul style="list-style-type: none"> <li>Listen to the child, youth, family members, and others who have responsibility to care for a child or youth and demonstrate that you care about their thoughts and experiences. Engagement is a continuous service process that lies at the heart of this practice model and recognizes that family members are the best experts about their own life and story.</li> <li>Demonstrate an interest in connecting with the child, youth, and family to help them identify and meet all their goals across all systems from which they are receiving services.</li> <li>Identify and engage family members and others who are important to the child, youth, and family.</li> <li>Support and facilitate the family's capacity to advocate for themselves.</li> <li>Meet the child, youth, and family at times and in locations that are convenient for them and where they are comfortable.</li> </ul>	<b>Engagement Behaviors for Leadership</b> <ul style="list-style-type: none"> <li>Create opportunities to gain new knowledge and skills, try new things, learn from mistakes, and take time to use critical thinking and reflection, even in times of crisis.</li> <li>Establish and maintain regular and frequent communication to encourage an active partnership that engages staff at all levels in implementation and system improvement activities.</li> <li>Show that you care by listening to stakeholders (children, families, community members, and Tribes) and staff at all levels to hear their successes, concerns/worries, and ideas for working together to both celebrate successes and overcome barriers.</li> <li>Create regular opportunities to explore and affirm the efforts and strengths of staff and agency partners, fostering leadership through gains in skill and abilities, confidence, and opportunities to mentor others.</li> </ul>
<b>Assessment Behaviors</b> <ul style="list-style-type: none"> <li>From the beginning and throughout all work with the child, youth, family, and their team, engage in initial and ongoing formal and informal safety and risk assessment and permanency planning.</li> </ul>	<b>Inquiry/Exploration Behaviors for Leadership</b> <ul style="list-style-type: none"> <li>Track and monitor barriers and challenges.</li> <li>Be transparent with staff and stakeholders (children, families, community members, and Tribes).</li> <li>Seek input and perspective to develop solutions at all staff levels and with stakeholders.</li> <li>Advance mutually reflective, supportive supervision at all levels.</li> </ul>
<b>Teaming Behaviors</b> <ul style="list-style-type: none"> <li>Work with the family to build a supportive team.</li> <li>Demonstrate the skills required to facilitate the team process, engaging the team in planning and decision-making with, and in support of, the child, youth, and family irrespective of your role on the team.</li> <li>Work with the team to address the evolving needs of the child, youth, and family.</li> <li>Work collaboratively with community partners to create better ways for children, youth, and families to access services.</li> </ul>	<b>Teaming Behaviors for Leadership</b> <ul style="list-style-type: none"> <li>Develop partnerships with effective community-based service providers with cultural connections to families receiving services.</li> <li>Work with families, youth, communities, and other stakeholders and peers as active partners in implementation of best practices, policy development, and problem-solving to support the CPM.</li> <li>Model inclusive decision-making with staff at all levels across agencies and with partners using teaming structures and approaches to implement and support the CPM.</li> </ul>

Key: Black font: Original California Child Welfare CPM language. Blue font: Enhanced ICPM language.

Northern Academy; Adapted from The California Integrated Core Practice Model for Children, Youth, and Families (2018)



## California Integrated Core Practice Model (ICPM) Practice Behaviors

PRACTICE BEHAVIORS	LEADERSHIP BEHAVIORS
<p><b>Service Planning and Delivery Behaviors</b></p> <ul style="list-style-type: none"> <li>• Work with the family <b>and/or youth</b> and their team to build <b>an integrated</b> plan that will focus on changing behaviors that led to the circumstances that brought the family to the attention of the service agency or agencies; assist the child, youth, and family to achieve safety, permanency, and to heal from trauma.</li> <li>• <b>Goals, strategies, and interventions are tied to observable progress that is important to the child, youth, and family members. Plans are monitored and revised as needed to ensure that successful outcomes remain the focus.</b></li> </ul>	<p><b>Advocacy Behaviors for Leadership</b></p> <ul style="list-style-type: none"> <li>• Promote advocacy by providing frequent and regular opportunities for Tribes, agency partners, staff, youth, families, and caregivers to share their voice.</li> <li>• Advocate for the resources needed to support and develop staff, and to provide effective, relevant, culturally responsive services for families.</li> </ul>
<p><b>Transition Behaviors</b></p> <ul style="list-style-type: none"> <li>• Work with the family to prepare for change in advance and provide tools for managing placement changes, social worker changes, and other significant transitions.</li> </ul>	<p><b>Accountability Behaviors for Leadership</b></p> <ul style="list-style-type: none"> <li>• Listen and provide timely feedback to staff and stakeholders and establish a shared expectation for follow-up.</li> <li>• Support staff and hold each other accountable for sustaining the CPM by utilizing a practice to policy feedback loop that engages staff and stakeholders in data collection and evaluation.</li> <li>• Identify and implement a transparent process at all levels to track staffing gaps and plan organizational changes.</li> <li>• Identify and implement a transparent process at all levels to monitor for practice fidelity and effectiveness.</li> </ul>

## DEFINITIONS

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

1. **Abuse** – means any act resulting in a non-accidental physical injury to a child; or any act of sexual exploitation of a child.
2. **Integrated Core Practice Model (ICPM)** – As described by the California Department of Social Services, the ICPM is a framework that sets the Child and Family Team (CFT) as the primary vehicle for the team-based process and is implemented in four phases: Engagement, Service Planning, Monitoring and Adapting, and Transition. Together with the CFT process, the ICPM establishes an authentic partnership with children, youth, and families, which results in coordinated and integrated plans that are individualized to address the unique needs of each child and family member working together towards well-being and permanency. Additionally, the ICPM helps create a culturally relevant and trauma-informed systems of care that strengthens the voice and choice of the child, youth, and family and builds consensus around their strengths and needs in service planning and delivery. For more information visit: <https://www.cdss.ca.gov/inforesources/the-integrated-core-practice-model/about-icpm>
3. **Community** – means individuals, groups, and agencies in the service area that share a common interest in promoting safe and stable families.
4. **County** – means the County of Los Angeles.
5. **County Program Manager (CPM)** – means the County representative responsible for daily management of the Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
6. **Day** – means calendar day(s) unless otherwise specified.
7. **DCFS** – means County of Los Angeles Department of Children and Family Services.
8. **Deliverable** – means a tangible, measurable task, service, or activity required under this Contract.
9. **Director** – means the Director of County of Los Angeles Department of Children and Family Services.

10. **Fiscal Year** – means the County's twelve (12) month period of time beginning July 1st and ending the following June 30th.

11. **Indirect Costs** – means costs incurred for common or joint objectives; therefore, not readily and specifically identified with a particular program or activity. These costs are grouped by a cost allocation process or federally approved cost rate.

12. **In-Kind Donation** – means paid or given in goods, commodities, or services. This program requires collaboration among communities throughout County of Los Angeles and other counties, and this can take the form of either cash or in-kind donations.

13. **Interns (paid/unpaid)** – are staff gaining experience under the supervision of CONTRACTOR's paid Professional Level Staff.

14. **Multidisciplinary Team (MDT)** – A **multidisciplinary team** is a group of health care workers who are members of different disciplines (professions e.g. Psychiatrists, Social Workers, etc.), each providing specific services to the patient. A Multi-Disciplinary Team (MDT) can share confidential information about a case between departments. The MDT conducts an assessment of youth and makes a recommendation to the Juvenile Court as to the agency, either Probation or DCFS that can meet the needs of the youth. MDTs will include all or some of the following: the Children's Law Center (CLC) attorney, DCFS, Department of Mental Health (DMH), Department of Health Services, Probation Department, an assigned child advocate, and Alliance for Children's Rights education advocate (when there is an education issue).

A child abuse Multidisciplinary Team (MDT) can be established to allow CONTRACTOR agencies to share confidential information and writings during a 30 day period following a report of suspected child abuse or neglect.

Confidential information can be shared for longer than 30 days if documented good cause exists.

A child abuse MDT requires two or more persons trained in the prevention, identification and treatment of child abuse and neglect, and qualified to provide services. The team may include the CSW and at least one of the following:

- Psychiatrists, psychologists, marriage and family therapists, or other trained counseling personnel.
- Police officers or other law enforcement agents.
- Medical personnel with sufficient training to provide health services.

- Social services workers with experience or training in child abuse prevention.
- Any public or private school teacher, administrative officer, supervisor of child welfare attendance, or certified pupil personnel employee.
- A CalWORKs case manager whose primary responsibility is to provide cross program case planning and coordination of CalWORKs and child welfare services for those mutual cases or families that may be eligible for CalWORKs services and that, with the informed written consent of the family, receive cross program case planning and coordination.

15. **Neglect** – means the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child’s health or welfare. The term includes both acts and omissions on the part of the responsible person.

16. **Prevention** – means an effective, multifaceted and integrated program to prevent child abuse and neglect.

17. **Professional Level Staff** – means staff, interns, and volunteers who have an educational level of a Bachelor’s degree or higher in Social work, Psychology, Marriage and Family Counseling or a closely related field, and who provide direct client services.

18. **Protective Factors** – As presented by the Children’s Bureau, the Administration for Children and Families, and the U.S. Department of Health and Human Services, a protective factors approach allows service CONTRACTORS to focus on positive engagement strategies with families by emphasizing strengths, as well as identifying areas of need, allowing the CONTRACTORS to better support family growth. Extensive research supports the positive common-sense notion that when these protective factors are present and robust in a family, the likelihood of child abuse and neglect diminishes. Focusing on protective factors (Technical Exhibit 9) helps families build resilience and contributes to increased positive outcomes. For more information, visit <https://www.childwelfare.gov/pubs/issue-briefs/protective-factors/>. As evident in the Center for the Study of Social Policy’s Strengthening Families Approach, Protective Factors frameworks may include the following:

- Parental resilience: Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems and effectively rise to the challenges that emerge in every family’s life.
- Social connections: Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving.

- Knowledge of parenting and child development: Parents who understand the usual course of child development are more likely to be able to nurture their children's healthy development and less likely to be abusive or harmful to their children.
- Concrete support in times of need: Families need to have basic needs (shelter, food, clothing, health care) met to ensure a child's healthy development.
- Social and Emotional Competence of Children: A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults and peers.

For more information about the Center for the Study of Social Policy's Strengthening Families Approach, please visit <https://cssp.org/resource/understanding-the-protective-factors/>. For more information on the protective factors surveys developed by the Family Resource Information, Education, and Network Development Service (FRIENDS) National Center for Community-Based Child Abuse Prevention (CBCAP), please visit <https://friendsnrc.org/evaluation/protective-factors-survey/>.

19. **Quality Assurance** – means a method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies policies and procedures as needed to improve Performance Outcomes, specified under Section D.

## 20. **The Seven Core Issues in Adoption**

- Loss: Adoption is created through loss; without loss there would be no adoption. Loss then, is at the center. All birth (first) parents and adoptive parents have accepted and resolved loss which sets the tone for the adoptees who share in having experienced at least one major, life-altering loss before becoming involved in adoption. In adoption, in order to gain anything, one must first lose – a family, a child, a dream. It is these losses that are part of the lifelong process of adoption.
- Rejection: Feelings of loss are exacerbated by keen feelings of rejection. One way individuals seek to cope with a loss is to personalize it. Adoption participants attempt to decipher what they did or did not do that led to loss. Adoption participants become sensitive to the slightest hint of rejection, causing them either to avoid situation where they might be rejected in order to validate their earlier negative self-perceptions.



- **Guilt/Shame:** The sense of deserving such rejection leads adoption participants to experience tremendous guilt and shame. They commonly believe that there is something intrinsically wrong with them or their deeds that caused the losses to occur. Most adoption participants have internalized, romantic images of the American family which remain unfulfilled because there is no positive, realistic view of the adoptive family in our society.
- **Grief:** Every loss in adoption must be grieved. The losses in adoption, however, are difficult to mourn in a society where adoption is seen as a problem-solving event filled with joy. There are no rituals to bury the unborn children; no rites to mark off the loss of the role of caretaking parents; no ceremonies for lost dreams or unknown families. Grief washes over Adoption participants' lives, particularly at times of subsequent loss or developmental transitions.
- **Identity:** Adoption may also threaten sense of identity. Adoption participants often express feelings related to confused identity and identity crises, particularly at times of unrelated loss. Identity is defined both by what one is and also what one is not. In adoption, birthparents are parents and are not. Adoptive parents who were not parents suddenly become parents. Adoptees born into one family, a family probably nameless to them now, lose an identity and then borrow one from the adopting family. Adoption, for some, precludes a complete or integrated sense of self. Adoption participants may experience themselves as incomplete, deficient, or unfinished. They state that they lack feelings of well-being, integration, or solidity associated with a fully developed identity.
- **Intimacy:** The multiple, ongoing losses in adoption, coupled with feelings of rejection, shame, and grief as well as an incomplete sense of self, may impede the development of intimacy for adoption participants. One maladaptive way to avoid possible reenactment of previous losses is to avoid closeness and commitment.
- **Mastery/Control:** Adoption alters the course of one's life. This shift presents Adoption participants members with additional hurdles in their development and may hinder growth, self-actualization, and the evolution of self-control. Adoptees are keenly aware that they were not party to the decision which led to their adoption. They had no control over the loss of the birth family or the choice of the adoptive family. The adoption proceeded with adults making life-altering choices for them. This unnatural change of course impinges on growth toward self-actualization and self-control. Adolescent adoptees, attempting to master the loss of control they have experienced in adoption, frequently engage in power struggles with adoptive parents and other authority figures. They may lack internalized self-control, leading to a lowered sense of self-

responsibility. These patterns, frequently passive/aggressive in nature, may continue into adulthood.

For more information about the Seven Core Issues in Adoption, please visit <https://www.childwelfare.gov/topics/adoption/preplacement/coreissues/#:~:text=The%20classic%20%22Seven%20Core%20Issues,intimacy%2C%20and%20mastery%2Fcontrol.>

19. **Technical Review** – means a County on-site evaluation of a CONTRACTOR's compliance to the contract elements and deliverables defined in the approved contract between CONTRACTOR and County.

## Protective Factors Framework

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

*Remember compliance/willingness/services are not in themselves acts of protection.*

### PROTECTIVE FACTORS FRAMEWORK HELP GUIDE ASSESSMENT OF EACH PARENT'S PROTECTIVE CAPACITY

A Solution Focused approach helps engage families to reflect and share their strengths and needs for safe parenting

#### Parental Resilience

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

*Listen to this family's story/life experiences:*

- What challenges is the parent, partner and child currently facing?
- How did parent overcome challenges in the past?
- How has the parent kept their child safe in the past?
- What is the parent doing to keep their child safe now?
- Ask parents about what they think DCFS is worried about? Assess willingness to receive help.
- What worries do parents have about their children? DCFS involvement?
- Ask parents what they are willing to do to keep their child safe?

#### Social Connections

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

*Listen to this family's story/life experiences:*

- Who cares about the child/family?
- How have they helped in the past? How can they help now?
- Inquire: Who does the parent call when they are upset? Happy? Spend holidays with?
- Ask parents about their experiences with spiritual and community resources.
- *If a parent is unwilling to identify/utilize supports, risk may be rising and intervention may be needed.*

#### Knowledge of Child Development

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

*Listen to this family's story/life experiences:*

- Ask parent about their hopes and dreams for their child?
- What kind of home environment do the parents want for their child?
- Ask parents to share a proud parenting moment? Successes?
- What does the parent enjoy about their child? What are some of the challenges?
- What is the parent's understanding of their child's needs for their age?
- What action has the parent taken to address child's needs in the past? Right now?
- *Does the parent recognize how any harmful/dangerous behavior impacts their child?*

## Protective Factors Framework

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

*Remember compliance/willingness/services are not in themselves acts of protection.*

#### Concrete Supports in Times of Need

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

*Listen to this family's story/life experiences:*

- How are family stressors impacting housing and ability to meet a child's basic needs (food/rent)?
- Be curious about loss of income or housing and its impact on family functioning.
- What do parents know about community resources to meet their family's basic needs?
- Ask parent about programs/services that helped in the past and inquire about **how** did it help?
- Inquire about the parent's perspective of accessing resources in the past. Any barriers?
- *How are parents responding to programs and resources? What are they learning and how is it helping with making needed changes?*

#### Social and Emotional Competence of Children

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

*Listen to this family's story/life experiences:*

- Ask about the child's favorite foods/dreams/nightmares/routines?
- Does the parent or others have worries about any developmental delays (speech/potty training)?
- Inquire about how child interacts with siblings? Peers? Any friends?
- Ask collaterals about child's experience with day care/school (attendance/grades/behaviors/bullying).
- Ask parent how they support their child to solve problems, manage feelings and ask for help.
- *Consult with DMH co-located to help assess any behavioral/emotional (anxiety/depression) concerns.*

#### Nurturing and Attachment

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

*Listen to this family's story/life experiences:*

- Have parent describe their relationship with their child. How does the parent show love?
- Ask parent what they like about their child? Dislike?
- How does child describe each parent? Each adult in the home?
- Use Three Houses Interviewing strategy: what do they like, worry about, wish for?
- How was parent disciplined as a child? How do they discipline their child?
- Be curious with parents about a pregnancy; was child planned/unplanned? How do they feel now?
- Find out who else spends time with their child? How do they relate to child? Describe child?
- *Be cautious with children under three and adults in the home who do not have a bond with the child.*

*\* Please note that reference to "parent" also includes a reference to "caregiver" for those children in placement.*

### Zip Codes by Service Planning Area

**As of September 2023, the division of Los Angeles County zip codes is as follows:**

ZIP CODE SPA	<a href="#">ZIP CODE</a>	SERVICED BY OFFICE LOCATION	OFFICE NAME	CITY	OFFICE LOCATION SPA
2	91042	S5211	Van Nuys	Tujunga (City of LA)	2
2	91342	S8251	Santa Clarita	Lake View Terrace (City of LA)/Sylmar (City of LA)	2
2	91384	S8251	Santa Clarita	Castaic	2
2	91387	S8251	Santa Clarita	Canyon Country	2
2	91390	S8251	Santa Clarita	Santa Clarita	2
1	92397	S8236	Palmdale	Wrightwood	1
1	93243	S8234	Lancaster	Lebec	1
1	93510	S8236	Palmdale	Acton	1
1	93523	S8234	Lancaster	Edwards AFB	1
1	93532	S8234	Lancaster	Elizabeth Lake/Lake Hughes	1
1	93534	S8234	Lancaster	Lancaster	1
1	93535	S8234	Lancaster	Hi Vista	1
1	93536	S8234	Lancaster	Lancaster/Quartz Hill	1
1	93543	S8236	Palmdale	Little Rock/Juniper Hills	1
1	93544	S8236	Palmdale	Llano	1
1	93550	S8236	Palmdale	Palmdale/Lake Los Angeles	1
1	93551	S8236	Palmdale	Palmdale	1
1	93552	S8236	Palmdale	Palmdale	1
1	93553	S8236	Palmdale	Pearblossom	1
1	93563	S8236	Palmdale	Valyermo	1
1	93591	S8236	Palmdale	Palmdale/Lake Los Angeles	1
4	90027	S3239	Metro North	Griffith Park (City of LA)/Los Feliz (City of LA)	4
4	90039	S3239	Metro North	Atwater Village (City of LA)	4
3	90041	S5252	Pasadena	Eagle Rock (City of LA)	3
5	90046	S6260	West LA	Mount Olympus (City of LA)	5
5	90049	S6260	West LA	Bel Air Estates (City of LA)/Brentwood (City of LA)	5
3	90065	S5252	Pasadena	Cypress Park (City of LA)/Glassell Park (City of L)	3
4	90068	S3239	Metro North	Hollywood (City of LA)	4
5	90077	S6260	West LA	Bel Air Estates & Beverly Glen (City of LA)	5
5	90210	S6260	West LA	Beverly Hills/Beverly Glen (City of LA)	5
5	90265	S6260	West LA	Malibu	5
5	90272	S6260	West LA	Castellamare (City of LA)/Pacific Highlands (City	5
2	90290	S5212	West San Fernando Valley	Topanga	2
3	91011	S5252	Pasadena	La Canada-Flintridge	3
3	91020	S5252	Pasadena	Montrose	3
2	91040	S5211	Van Nuys	Shadow Hills (City of LA)/Sunland (City of LA)	2
3	91046	S5252	Pasadena	Glendale (Verdugo City)	3
3	91103	S5252	Pasadena	Pasadena	3
3	91105	S5252	Pasadena	Pasadena	3
3	91201	S5252	Pasadena	Glendale	3
3	91202	S5252	Pasadena	Glendale	3
3	91203	S5252	Pasadena	Glendale	3

**Zip Codes by Service Planning Area**

3	91204	S5252	Pasadena	Glendale (Tropico)	3
3	91205	S5252	Pasadena	Glendale (Tropico)	3
3	91206	S5252	Pasadena	Glendale	3
3	91207	S5252	Pasadena	Glendale	3
3	91208	S5252	Pasadena	Glendale	3
3	91210	S5252	Pasadena	Galleria (Glendale)	3
3	91214	S5252	Pasadena	La Crescenta	3
2	91301	S5212	West San Fernando Valley	Agoura/Oak Park	2
2	91302	S5212	West San Fernando Valley	Calabasas/Hidden Hills	2
2	91303	S5212	West San Fernando Valley	Canoga Park (City of LA)	2
2	91304	S5212	West San Fernando Valley	Canoga Park (City of LA)	2
2	91306	S5212	West San Fernando Valley	Winnetka (City of LA)	2
2	91307	S5212	West San Fernando Valley	West Hills (City of LA)	2
2	91311	S5212	West San Fernando Valley	Chatsworth (City of LA)	2
2	91316	S5212	West San Fernando Valley	Encino (City of LA)	2
2	91321	S8251	Santa Clarita	Santa Clarita (Newhall)	2
2	91324	S5212	West San Fernando Valley	Northridge (City of LA)	2
2	91325	S5212	West San Fernando Valley	Northridge (City of LA)	2
2	91326	S5212	West San Fernando Valley	Porter Ranch (City of LA)	2
2	91330	S5212	West San Fernando Valley	Northridge (City of LA), California State Universi	2
2	91331	S5211	Van Nuys	Arleta (City of LA)/Pacoima (City of LA)	2
2	91335	S5212	West San Fernando Valley	Reseda (City of LA)	2
2	91340	S5212	West San Fernando Valley	San Fernando	2
2	91343	S8251	Santa Clarita	North Hills (City of LA)	2
2	91344	S5212	West San Fernando Valley	Granada Hills (City of LA)	2
2	91345	S5212	West San Fernando Valley	Mission Hills (City of LA)	2
2	91350	S8251	Santa Clarita	Agua Dulce/Saugus	2
2	91351	S8251	Santa Clarita	Santa Clarita (Canyon Country)	2
2	91352	S5211	Van Nuys	Sun Valley (City of LA)	2
2	91354	S8251	Santa Clarita	Santa Clarita (Valencia)	2
2	91355	S8251	Santa Clarita	Santa Clarita (Valencia)	2
2	91356	S5212	West San Fernando Valley	Tarzana (City of LA)	2
2	91361	S5212	West San Fernando Valley	Westlake Village	2
2	91362	S5212	West San Fernando Valley	Westlake Village	2
2	91364	S5212	West San Fernando Valley	Woodland Hills (City of LA)	2
2	91367	S5212	West San Fernando Valley	Woodland Hills (City of LA)	2
2	91381	S8251	Santa Clarita	Stevenson Ranch	2
2	91382	S8251	Santa Clarita	Santa Clarita	2
2	91401	S5211	Van Nuys	Van Nuys (City of LA)	2
2	91402	S5211	Van Nuys	Panorama City (City of LA)	2
2	91403	S5211	Van Nuys	Sherman Oaks (City of LA)/Van Nuys (City of LA)	2
2	91405	S5211	Van Nuys	Van Nuys (City of LA)	2
2	91406	S5212	West San Fernando Valley	Van Nuys (City of LA)	2
2	91411	S5211	Van Nuys	Van Nuys (City of LA)	2
2	91423	S5211	Van Nuys	Sherman Oaks (City of LA)/Van Nuys (City of LA)	2
2	91436	S5212	West San Fernando Valley	Encino (City of LA)	2
3	91501	S5252	Pasadena	Burbank	3

**Zip Codes by Service Planning Area**

3	91502	S5252	Pasadena	Burbank	3
3	91504	S5252	Pasadena	Burbank (Glenoaks)	3
3	91505	S5252	Pasadena	Burbank	3
3	91506	S5252	Pasadena	Burbank	3
3	91521	S5252	Pasadena	Burbank	3
3	91522	S5252	Pasadena	Burbank	3
3	91523	S5252	Pasadena	Burbank	3
2	91601	S5211	Van Nuys	North Hollywood (City of LA)	2
2	91602	S5211	Van Nuys	North Hollywood (City of LA)/Toluca Lake (City of	2
2	91604	S5211	Van Nuys	North Hollywood (City of LA)/Studio City (City of	2
2	91605	S5211	Van Nuys	North Hollywood	2
2	91606	S5211	Van Nuys	North Hollywood	2
2	91607	S5211	Van Nuys	North Hollywood (City of LA)/Valley Village (City	2
2	91608	S5211	Van Nuys	Universal City	2
7	90022	S3253	Belvedere	East Los Angeles	7
3	90032	S5252	Pasadena	El Sereno (City of LA)/Monterey Hills (City of LA)	3
3	90042	S5252	Pasadena	Highland Park (City of LA)	3
7	90063	S3253	Belvedere	City Terrace	7
7	90601	S4261	S F Springs	Whittier	7
7	90631	S4261	S F Springs	La Habra Heights	7
7	90640	S3253	Belvedere	Montebello	7
7	90660	S3253	Belvedere	Pico Rivera	7
3	91001	S5252	Pasadena	Altadena	3
3	91006	S5252	Pasadena	Arcadia	3
3	91007	S5252	Pasadena	Arcadia	3
3	91008	S5252	Pasadena	Duarte	3
3	91010	S5252	Pasadena	Bradbury	3
3	91016	S5252	Pasadena	Monrovia	3
3	91023	S5252	Pasadena	Mount Wilson	3
3	91024	S5252	Pasadena	Sierra Madre	3
3	91030	S5252	Pasadena	South Pasadena	3
3	91101	S5252	Pasadena	Pasadena	3
3	91104	S5252	Pasadena	Pasadena	3
3	91106	S5252	Pasadena	Pasadena	3
3	91107	S5252	Pasadena	Pasadena	3
3	91108	S5252	Pasadena	San Marino	3
3	91125	S5252	Pasadena	Pasadena (California Institute of Technology)	3
3	91126	S5252	Pasadena	Pasadena (California Institute of Technology)	3
3	91702	S1254	Glendora	Azusa	3
3	91706	S1254	Glendora	Baldwin Park/Irwindale	3
3	91709	S1255	Pomona	Chino Hills	3
3	91711	S1255	Pomona	Claremont	3
3	91722	S1254	Glendora	Covina	3
3	91723	S1254	Glendora	Covina	3
3	91724	S1254	Glendora	Covina	3
3	91731	S1280	El Monte	El Monte	3
3	91732	S1280	El Monte	El Monte	3

### Zip Codes by Service Planning Area

3	91733	S1280	El Monte	South El Monte	3
3	91740	S1254	Glendora	Glendora	3
3	91741	S1254	Glendora	Glendora	3
3	91744	S1254	Glendora	City of Industry/La Puente/Valinda	3
3	91745	S1280	El Monte	La Puente (Hacienda Heights)	3
3	91746	S1254	Glendora	Bassett/City of Industry/La Puente	3
3	91748	S1254	Glendora	Rowland Heights	3
3	91750	S1255	Pomona	La Verne	3
3	91754	S5252	Pasadena	Monterey Park	3
3	91755	S5252	Pasadena	Monterey Park	3
3	91759	S1255	Pomona	Mt Baldy	3
3	91765	S1255	Pomona	Diamond Bar	3
3	91766	S1255	Pomona	Chino	3
3	91767	S1255	Pomona	Pomona	3
3	91768	S1255	Pomona	Pomona	3
3	91770	S5252	Pasadena	Rosemead	3
3	91773	S1255	Pomona	San Dimas	3
3	91775	S5252	Pasadena	San Gabriel	3
3	91776	S5252	Pasadena	San Gabriel	3
3	91780	S5252	Pasadena	Temple City	3
3	91789	S1254	Glendora	Diamond Bar/City of Industry/Walnut	3
3	91790	S1254	Glendora	West Covina	3
3	91791	S1254	Glendora	West Covina	3
3	91792	S1254	Glendora	West Covina	3
3	91801	S5252	Pasadena	Alhambra	3
3	91803	S5252	Pasadena	Alhambra	3
4	90004	S3239	Metro North	Hancock Park (City of LA)	4
4	90005	S3239	Metro North	Koreatown (City of LA)	4
4	90006	S3239	Metro North	Pico Heights (City of LA)	4
6	90007	S2217	Wateridge	South Central (City of LA)	6
4	90010	S3239	Metro North	Wilshire Blvd (City of LA)	4
6	90011	S2217	Wateridge	South Central (City of LA)	6
4	90012	S3239	Metro North	Civic Center (City of LA)/Chinatown (City of LA)	4
4	90013	S3239	Metro North	Downtown Los Angeles (City of LA)	4
4	90014	S3239	Metro North	Los Angeles	4
4	90015	S3239	Metro North	Downtown Los Angeles (City of LA)	4
6	90016	S2217	Wateridge	West Adams (City of LA)	6
4	90017	S3239	Metro North	Downtown Los Angeles (City of LA)	4
6	90018	S2218	Hawthorne	Jefferson Park (City of LA)	6
5	90019	S6260	West LA	Country Club Park (City of LA)/Mid City (City of L	5
4	90020	S3239	Metro North	Hancock Park (City of LA)	4
4	90021	S3239	Metro North	Downtown Los Angeles (City of LA)	4
7	90023	S3253	Belvedere	East Los Angeles (City of LA)	7
4	90026	S3239	Metro North	Echo Park/Silverlake (City of LA)	4
4	90028	S3239	Metro North	Hollywood (City of LA)	4
4	90029	S3239	Metro North	Downtown Los Angeles (City of LA)	4
4	90031	S3239	Metro North	Montecito Heights (City of LA)	4



### Zip Codes by Service Planning Area

4	90033	S3239	Metro North	Boyle Heights (City of LA)	4
5	90034	S6260	West LA	Palms (City of LA)	5
5	90035	S6260	West LA	West Fairfax (City of LA)	5
5	90036	S6260	West LA	Park La Brea (City of LA)	5
4	90038	S3239	Metro North	Hollywood (City of LA)	4
5	90048	S6260	West LA	West Beverly (City of LA)	5
4	90057	S3239	Metro North	Westlake (City of LA)	4
7	90058	S3253	Belvedere	Vernon	7
5	90069	S6260	West LA	West Hollywood	5
4	90071	S3239	Metro North	ARCO Towers (City of LA)	4
4	90090	S3239	Metro North	Civic Center (City of LA)/Chinatown (City of LA)	4
5	90211	S6260	West LA	Beverly Hills	5
5	90232	S6260	West LA	Culver City	5
6	90008	S2218	Hawthorne	Baldwin Hills/Crenshaw (City of LA)/Leimert Park	6
5	90024	S6260	West LA	Westwood (City of LA)	5
5	90025	S6260	West LA	Sawtelle (City of LA)/West Los Angeles (City of LA)	5
6	90043	S2217	Wateridge	Hyde Park (City of LA)/View Park/Windsor Hills	6
5	90045	S6260	West LA	LAX Area (City of LA)/Westchester (City of LA)	5
5	90056	S6260	West LA	Ladera Heights (City of LA)	5
5	90064	S6260	West LA	Cheviot Hills (City of LA)/Rancho Park (City of LA)	5
5	90066	S6260	West LA	Mar Vista (City of LA)	5
5	90067	S6260	West LA	Century City (City of LA)	5
5	90073	S6260	West LA	VA Hospital (Sawtelle)	5
5	90094	S6260	West LA	Playa Vista	5
5	90095	S6260	West LA	Los Angeles (UCLA)	5
5	90212	S6260	West LA	Beverly Hills	5
5	90230	S6260	West LA	Culver City	5
8	90245	S2213	Torrance	El Segundo	8
5	90263	S6260	West LA	Pepperdine University (Malibu)	5
5	90291	S6260	West LA	Venice (City of LA)	5
5	90292	S6260	West LA	Marina del Rey	5
5	90293	S6260	West LA	Playa del Rey (City of LA)	5
8	90301	S2213	Torrance	Inglewood	8
8	90302	S2213	Torrance	Inglewood	8
8	90304	S2213	Torrance	Lennox	8
5	90401	S6260	West LA	Santa Monica	5
5	90402	S6260	West LA	Santa Monica	5
5	90403	S6260	West LA	Santa Monica	5
5	90404	S6260	West LA	Santa Monica	5
5	90405	S6260	West LA	Santa Monica	5
6	90001	S6219	Vermont Corridor	Florence/South Central (City of LA)	6
6	90002	S2218	Hawthorne	Watts (City of LA)	6
6	90003	S6219	Vermont Corridor	South Central (City of LA)	6
6	90037	S2218	Hawthorne	South Central (City of LA)	6
6	90044	S6219	Vermont Corridor	Athens	6
6	90047	S2217	Wateridge	South Central (City of LA)	6
6	90059	S1277	Compton-Carson	Watts (City of LA)/Willowbrook	6

**Zip Codes by Service Planning Area**

6	90061	S1277	Compton-Carson	South Central (City of LA)	6
6	90062	S2218	Hawthorne	South Central (City of LA)	6
6	90089	S2217	Wateridge	USC (City of LA)	6
6	90220	S1277	Compton-Carson	Compton/Rancho Dominguez	6
6	90221	S1277	Compton-Carson	East Rancho Dominguez	6
6	90222	S1277	Compton-Carson	Compton/Rosewood/Willowbrook	6
7	90242	S4261	S F Springs	Downey	7
8	90248	S2213	Torrance	Gardena	8
7	90255	S3253	Belvedere	Huntington Park/Walnut Park	7
6	90262	S1277	Compton-Carson	Lynwood	6
7	90280	S4261	S F Springs	South Gate	7
8	90305	S2213	Torrance	Inglewood	8
7	90706	S4261	S F Springs	Bellflower	7
6	90723	S1277	Compton-Carson	Paramount	6
8	90746	S7207	South County	Carson	8
8	90805	S7207	South County	North Long Beach (Long Beach)	8
7	90040	S3253	Belvedere	Commerce, City of	7
7	90201	S3253	Belvedere	Bell/Bell Gardens/Cudahy	7
7	90240	S4261	S F Springs	Downey	7
7	90241	S4261	S F Springs	Downey	7
7	90270	S3253	Belvedere	Maywood	7
7	90602	S4261	S F Springs	Whittier	7
7	90603	S4261	S F Springs	Whittier	7
7	90604	S4261	S F Springs	Whittier	7
7	90605	S4261	S F Springs	Whittier/South Whittier	7
7	90606	S4261	S F Springs	Los Nietos	7
7	90623	S4261	S F Springs	La Palma	7
8	90630	S7207	South County	Cypress	8
7	90638	S4261	S F Springs	La Mirada	7
7	90639	S4261	S F Springs	La Mirada (Biola Univ.)	7
7	90650	S4261	S F Springs	Norwalk	7
7	90670	S4261	S F Springs	Santa Fe Springs	7
7	90701	S4261	S F Springs	Cerritos	7
7	90703	S4261	S F Springs	Cerritos	7
8	90712	S7207	South County	Lakewood	8
8	90713	S7207	South County	Lakewood	8
8	90715	S7207	South County	Lakewood	8
7	90716	S4261	S F Springs	Hawaiian Gardens	7
8	90755	S7207	South County	Signal Hill	8
8	90804	S7207	South County	Long Beach	8
8	90806	S7207	South County	Long Beach	8
8	90807	S7207	South County	Long Beach	8
8	90808	S7207	South County	Long Beach	8
8	90815	S7207	South County	Long Beach	8
8	90846	S7207	South County	Long Beach (Boeing)	8
8	90247	S2213	Torrance	Gardena	8
8	90249	S2213	Torrance	Gardena	8

**Zip Codes by Service Planning Area**

8	90250	S2213	Torrance	Hawthorne (Holly Park)	8
8	90254	S2213	Torrance	Hermosa Beach	8
8	90260	S2213	Torrance	Lawndale	8
8	90261	S2213	Torrance	Lawndale (Federal Bldg)	8
8	90266	S2213	Torrance	Manhattan Beach	8
8	90274	S2213	Torrance	Palos Verdes Estates/Rolling Hills/Rolling Hills E	8
8	90275	S2213	Torrance	Rancho Palos Verdes	8
8	90277	S2213	Torrance	Redondo Beach/Torrance	8
8	90278	S2213	Torrance	Redondo Beach/Torrance	8
8	90303	S2213	Torrance	Inglewood	8
8	90501	S2213	Torrance	Torrance	8
8	90502	S2213	Torrance	Torrance	8
8	90503	S2213	Torrance	Torrance	8
8	90504	S2213	Torrance	Torrance	8
8	90505	S2213	Torrance	Torrance	8
8	90506	S2213	Torrance	Torrance (Camino College)	8
8	90704	S7207	South County	Avalon	8
8	90710	S2213	Torrance	Harbor City (City of LA)	8
8	90717	S2213	Torrance	Lomita/Rancho Palos Verdes	8
8	90731	S7207	South County	San Pedro (City of LA)/Terminal Island (City of LA)	8
8	90732	S7207	South County	Rancho Palos Verdes	8
8	90744	S7207	South County	Wilmington (City of LA)	8
8	90745	S7207	South County	Carson	8
8	90747	S7207	South County	Carson (Cal State Univ. Dominguez Hills)	8
8	90802	S7207	South County	Long Beach	8
8	90803	S7207	South County	Long Beach	8
8	90810	S7207	South County	Carson/Long Beach	8
8	90813	S7207	South County	Long Beach	8
8	90814	S7207	South County	Long Beach	8
8	90822	S7207	South County	Long Beach	8
8	90831	S7207	South County	Long Beach (World Trade Center)	8
8	90840	S7207	South County	Long Beach (Cal State University Long Beach)	8



# PROTECTIVE FACTORS SURVEY

## (Program Information-- For Staff Use Only)

Agency ID # \_\_\_\_\_

Participant ID # \_\_\_\_\_

Date Survey Completed: \_\_\_\_\_

☐ Check here if this is a Pre-test

Program Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Check here if this is a Post-test

Program Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

☐ A. In a face-to-face interview

☐ B. By the participant with assistance available from explain items as needed

☐ C. By the participant without program staff present program staff to

2. How was the participant referred to your program?

☐ A. Self-Referred      ☐ C. Court      ☐ E. Other

☐ B. Child Protective Services      ☐ D. Community Program

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

☐ A. No

☐ C. Not Sure

☐ B. Yes. .... **Before** starting the program

☐ **During** the program

☐ **After** completing the program

4. If yes, was the report substantiated?

☐ A. No

☐ C. Not Sure

☐ E. Yes, referred to Differential Response

☐ B. Yes

☐ D. No, referred to Differential Response

☐ F. Not Applicable

5. Identify the type of program that most accurately describes the services the participant is receiving from your program/agency. (Select all that apply)

☐ A. Advocacy (self, community)

☐ E. Parent Education

☐ I. Resource and Referral

☐ B. Healthy Relationships

☐ F. Parent/Child Interaction

☐ J. Skill Building/Ed for Children

☐ C. Home Visiting

☐ G. Parent Support Group

☐ K. Other (If you are using a specific curriculum, please write the name) \_\_\_\_\_

☐ D. Homeless/Transitional Housing

☐ H. Planned and/or Crisis Respite

6. Participant's Attendance:

**Answer at Pre-test:**

Number of hours of service offered to the participant

\_\_\_\_\_

**Answer at Post-test:**

Number of hours of service received by the participant

\_\_\_\_\_

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

*This survey was developed by the FRIENDS National Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research & Public Service through funding provided by the US Department of Health and Human Services.*



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

1. Sex: ☐ A. Male ☐ B. Female ☐ C. Gender non-conforming/non-binary ☐ D. Prefer not to answer

2. Age (in years):

3. Primary Language Spoken at Home:

☐ A. English ☐ C. Creole ☐ E. Arabic ☐ G. Other: \_\_\_\_\_  
☐ B. Spanish ☐ D. Mandarin ☐ F. Russian

4. Race/Ethnicity (Please choose as many as apply):

☐ A. Native American or Alaskan Native ☐ E. Hispanic or Latino ☐ I. Multi-racial  
☐ B. Asian ☐ F. Middle Eastern ☐ J. Other \_\_\_\_\_  
☐ C. Black or African American ☐ G. Native Hawaiian/Pacific Islander  
☐ D. African National/ American ☐ H. White (Non-Hispanic/ Caribbean Islander European)

5. Relationship Status:

☐ A. Married ☐ C. Single-never married ☐ E. Widowed  
☐ B. Partnered ☐ D. Divorced ☐ F. Separated

6. Family Housing:

☐ A. Own ☐ C. Shared housing with relatives/friends ☐ E. Temporary (shelter, temporary with friends/relatives)  
☐ B. Rent ☐ D. Homeless

7. Total Family Income:

☐ A. \$0 - \$10,000 ☐ D. \$30,001 - \$40,000 ☐ G. More than \$60,001  
☐ B. \$10,001 - \$20,000 ☐ E. \$40,001 - \$50,000  
☐ C. \$20,001 - \$30,000 ☐ F. \$50,001 - \$60,000

8. Highest Level of Education:

☐ A. No formal education ☐ E. High school diploma or GED ☐ I. 4-year college degree (Bachelor's)  
☐ B. Elementary ☐ F. Trade/Vocational training ☐ J. Advanced degree  
☐ C. Junior high school ☐ G. Some college  
☐ D. Some high school ☐ H. 2-year college degree (Associate's)

9. Which, if any, of the following do you or your family currently receive? (Check all that apply)

☐ A. Supplemental Nutrition Assistance Program (SNAP/ foodstamps) ☐ E. Temporary Assistance for Needy Families (TANF) ☐ H. State Health Insurance (including children's health insurance)  
☐ B. Social Security Disability Income (SSDI) ☐ F. Head Start/Early Head Start Services ☐ I. Supplemental Security Income (SSI)  
☐ C. Medicaid ☐ G. Unemployment Benefits ☐ J. None of the above  
☐ D. Earned Income Tax Credit (EITC) ☐ K. Other

*This survey was developed by the FRIENDS National Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research & Public Service through funding provided by the US Department of Health and Human Services.*

Please tell us about the children living in your household.

10. CHILD #1 ☐ A. Male ☐ B. Female ☐ C. Gender non-conforming/non-binary ☐ D. Prefer not to answer

11. Date of Birth: \_\_\_\_\_

12. This child lives in my house: ☐ Yes ☐ No

13. What is your relationship to this child?

☐ A. Birth parent ☐ D. Foster parent ☐ G. Other relative  
☐ B. Step-parent ☐ E. Grand/Great-grandparent ☐ H. Other  
☐ C. Adoptive parent ☐ F. Sibling

14. CHILD #2 ☐ A. Male ☐ B. Female ☐ C. Gender non-conforming/non-binary ☐ D. Prefer not to answer non-binary

15. Date of Birth: \_\_\_\_\_

16. This child lives in my house: ☐ Yes ☐ No

☐ A. Birth parent ☐ D. Foster parent ☐ G. Other relative  
☐ B. Step-parent ☐ E. Grand/Great-grandparent ☐ H. Other

18. CHILD #3 ☐ A. Male ☐ B. Female ☐ C. Gender non-conforming/non-binary ☐ D. Prefer not to answer non-binary

19. Date of Birth: \_\_\_\_\_

20. This child lives in my house: ☐ Yes ☐ No

21. What is your relationship to this child?

☐ C. Birth parent ☐ D. Foster parent ☐ G. Other relative  
☐ D. Step-parent ☐ E. Grand/Great-grandparent ☐ H. Other  
☐ C. Adoptive parent ☐ F. Sibling

22. CHILD #4 ☐ A. Male ☐ B. Female ☐ C. Gender non-conforming/non-binary ☐ D. Prefer not to answer non-binary

23. Date of Birth: \_\_\_\_\_

24. This child lives in my house: ☐ Yes ☐ No

☐ A. Birth parent ☐ D. Foster parent ☐ G. Other relative  
☐ B. Step-parent ☐ E. Grand/Great-grandparent ☐ H. Other



# PROTECTIVE FACTORS SURVEY

Page 1

**Part I.** Please *circle* the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time.

	Never	Very Rarely	Rarely	About Half the Time	Very Frequently	Always	
1. In my family, we talk about problems.	1	2	3	4	5	6	7
2. When we argue, my family listens to “both sides of the story.”	1	2	3	4	5	6	7
3. In my family, we take time to listen to each other.	1	2	3	4	5	6	7
4. My family pulls together when things are stressful.	1	2	3	4	5	6	7
5. My family is able to solve our problems.	1	2	3	4	5	6	7

**Part II.** Please *circle* the number that best describes how much you agree or disagree with the statement.

	Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
6. I have others who will listen when I need to talk about my problems.	1	2	3	4	5	6	7
7. When I am lonely, there are several people I can talk to.	1	2	3	4	5	6	7
8. I would have no idea where to turn if my family needed food or housing.	1	2	3	4	5	6	7
9. I wouldn't know where to go for help if I had trouble making ends meet.	1	2	3	4	5	6	7
10. If there is a crisis, I have others I can talk to.	1	2	3	4	5	6	7
11. If I needed help finding a job, I wouldn't know where to go for help.	1	2	3	4	5	6	7





# PROTECTIVE FACTORS SURVEY

Page 2

**Part III.** This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services. Please write the child's age or date of birth and then answer questions with this child in mind.

Child's Age \_\_\_\_\_ or DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

	Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
12. There are many times when I don't know what to do as a parent.	1	2	3	4	5	6	7
13. I know how to help my child learn.	1	2	3	4	5	6	7
14. My child misbehaves just to upset me.	1	2	3	4	5	6	7

**Part IV.** Please tell us how often each of the following happens in your family.

	Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
15. I praise my child when he/she behaves well.	1	2	3	4	5	6	7
16. When I discipline my child, I lose control.	1	2	3	4	5	6	7
17. I am happy being with my child.	1	2	3	4	5	6	7
18. My child and I are very close to each other.	1	2	3	4	5	6	7
19. I am able to soothe my child when he/she is upset.	1	2	3	4	5	6	7

20. I spend time with my child doing  
what he/she likes to do.

1

2

3

4

5

6

7

*This survey was developed by the FRIENDS National Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research & Public Service through funding provided by the US Department of Health and Human Services.*



# Encuesta sobre los factores de protección en Español (Spanish Protective Factors Survey) Previa o posterior (Información del programa - Opcional)

Identificación de la agencia  
N.º \_\_\_\_\_

Identificación del participante  
N.º \_\_\_\_\_

Fecha en que se llevó a cabo la encuesta: \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Marque aquí si se trata de una prueba previa Fecha de inicio del programa: \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Marque aquí si se trata de una prueba posterior Fecha de finalización del programa: \_\_\_\_/\_\_\_\_/\_\_\_\_

Este formulario es para uso exclusivo del personal y debe ser completado un miembro del este que esté familiarizado con el participante del programa. Elimine este formulario antes de entregar la encuesta al participante para que la realice.

1. ¿Cómo se realizó la encuesta? (Seleccione uno)

- ☐ A. En una entrevista en persona ☐ B. Por el participante, con la ayuda disponible del personal del programa los temas según fuera presente necesario ☐ C. Por el participante sin personal del programa para explicar

2. ¿Cómo fue referido el participante a su programa?

- ☐ A. Por cuenta propia ☐ B. Servicios de Protección Infantil ☐ C. Tribunal/Juez ☐ D. Programa comunitario ☐ E. Otro

3. ¿Se ha denunciado al participante a los Servicios de Protección Infantil?

- ☐ A. No ☐ B. Sí... ☐ Antes de iniciar el programa ☐ Durante el programa ☐ C. No estoy seguro ☐ Después del programa

4. En caso afirmativo, ¿el informe fue fundamentado?

- ☐ A. No ☐ B. Sí ☐ C. No estoy seguro diferencial ☐ D. No, referido a la respuesta diferencial ☐ E. Sí, referido a la respuesta ☐ F. No aplica

5. Identifique el tipo de programa que describe con mayor precisión los servicios que el participante está recibiendo de su programa/agencia. (Seleccione todas las que correspondan)

- ☐ A. Defensa (propia, de la comunidad) ☐ B. Relaciones saludables ☐ C. Visitas a domicilio ☐ D. Sin hogar/en viviendas transitorias para personas sin hogar ☐ E. Educación para los padres ☐ F. Interacción entre padres e hijo ☐ G. Grupo de apoyo para padres ☐ H. Relevo planificado o en casos críticos ☐ I. Recursos y referencias ☐ J. Desarrollo de habilidades/ educación para niños ☐ K. Otro (si está utilizando un plan de estudios específico, indique el nombre) \_\_\_\_\_

6. Asistencia del participante:

Respuesta en la prueba previa:

Respuesta en la prueba posterior:

Número de horas de servicio ofrecidas al participante  
participante \_\_\_\_\_

Número de horas de servicio recibidas por el \_\_\_\_\_

*Elimine este formulario antes de entregar la encuesta al participante para que la realice.*

Esta encuesta estuvo a cargo del Centro Nacional FRIENDS para la Prevención del Maltrato Infantil en la Comunidad, en asociación con el Centro de Sociedades Públicas e Investigación de la Universidad de Kansas, con la financiación del Departamento de Salud y Servicios Humanos de Estados Unidos.

*Esta página se dejó en blanco intencionalmente.*

Esta encuesta estuvo a cargo del Centro Nacional FRIENDS para la Prevención del Maltrato Infantil en la Comunidad, en asociación con el Centro de Sociedades

Públicas e Investigación de la Universidad de Kansas, con la financiación del Departamento de Salud y Servicios Humanos de Estados Unidos.

*Estas siguientes preguntas son sobre usted y su hogar. El personal del programa las utilizará para entender las necesidades de las personas y familias a las que atienden y mejorar la prestación de servicios.*

*Recuerde, sus respuestas a esta encuesta son confidenciales.*

1. Sexo: ☐ A. Masculino ☐ B. Femenino ☐ C. No concuerda con su género/no binario ☐ D. Prefiero no responder

2. Edad (en años):

3. Idioma principal que se habla en casa:

- ☐ A. Inglés ☐ C. Creole ☐ B. Español ☐ E. Árabe ☐ G. Otro: \_\_\_\_\_ ☐ D. Mandarín ☐ F. Ruso

4. Raza/etnia (marque todas las que correspondan):

- ☐ A. Nativo americano o nativo de Alaska ☐ E. Hispano o latino ☐ I. Mestizo  
☐ B. Asiático ☐ F. Oriente Medio ☐ J. Otro \_\_\_\_\_  
☐ C. Negro o afroamericano ☐ G. Nativo de Hawái o de las Islas del Pacífico  
☐ D. Nacional africano/Isleño del Caribe ☐ H. Blanco (no hispano/europeo americano)

Estado civil:

- ☐ A. Casado(a) ☐ C. Soltero(a) - nunca se ha casado ☐ E. Viudo(a) ☐ B. En concubinato/Unión libre ☐ D. Divorciado(a) ☐ F. Separado(a)

6. Vivienda familiar:

- ☐ A. Propia ☐ C. Vivienda compartida con familiares o amigos ☐ E. Temporal (refugio, temporal con amigos o familiares)  
☐ B. Alquilado ☐ D. Sin hogar

8. Grado de educación más alto logrado:

- ☐ A. Sin educación formal ☐ E. Diploma de escuela secundaria o de educación general ☐ I. Título universitario de cuatro años (licenciatura)  
☐ B. Primaria ☐ F. Profesión u oficio ☐ J. Título de posgrado  
☐ C. Secundaria ☐ G. Algunos estudios universitarios  
☐ D. Algunos estudios de H. secundaria (técnico) ☐ Título universitario de dos años educación superior

- ☐ A. \$0 - \$10,000 ☐ D. \$30,001 - \$40,000 ☐ G. Más de \$ 60,001 Total de Ingreso Familiar:  
☐ B. \$10,001 - \$20,000 ☐ E. \$40,001 - \$50,000  
☐ C. \$20,001 - \$30,000 ☐ F. \$50,001 - \$60,000  
9. siguientes, si es que hay alguno, que corresponda) recibe usted o su familia actualmente? (Marque todo lo

- ☐ A. Programa de asistencia nutricional necesitadas (Temporary Assistance Nutrition Assistance Program [SNAP] o cupones de alimentación) ☐ E. Asistencia temporal para familias seguro médico para niños (for Needy Families, TANF) ☐ H. Seguro médico estatal (incluido el suplementaria (Supplemental

- ☐ B. Seguro Social por discapacidad ☐ F. Servicios de Head Start/Early Head Start SSDI) ☐ I. Seguridad de Ingreso

(Social Security Disability Income,

Start SSDI)

- ☐ D. Deducción en el impuesto sobre la renta (Earned Income Tax Credit, EITC)

- ☐ C. Medicaid ☐ G. Beneficios de desempleo

Suplementario (Supplemental  
Security Income, SSI)

J. Ninguna de las anteriores

☐ ☐ K. Otro

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Sociedades Públicas e Investigación de la Universidad de Kansas, con la financiación del Departamento de Salud y Servicios Humanos de Estados Unidos.

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

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

11. Fecha de nacimiento: \_\_\_\_\_

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

13. ¿Cuál es su parentesco con este niño?

☐ A. Madre/padre biológico ☐ D. Madre/padre sustituto ☐ G. Otro pariente

☐ B. Padrastro o madrastra ☐ E. Abuelo(a) o bisabuelo(a) ☐ H. Otro

☐ C. Madre/padre adoptivo ☐ F. Hermanos

14. NIÑO N.º 2 ☐ A. Masculino ☐ C. No concuerda con su género/no binario ☐ D. Prefiero no responder

15. Fecha de nacimiento: \_\_\_\_\_

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

17. ¿Cuál es su parentesco con este niño?

☐ A. Madre/padre biológico ☐ D. Madre/padre sustituto ☐ G. Otro pariente

☐ B. Padrastro o madrastra ☐ E. Abuelo(a) o bisabuelo(a) ☐ H. Otro

☐ C. Madre/padre adoptivo ☐ F. Hermanos

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

19. Fecha de nacimiento: \_\_\_\_\_

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

21. ¿Cuál es su parentesco con este niño?

☐ A. Madre/padre biológico ☐ D. Madre/padre sustituto ☐ G. Otro pariente

☐ B. Padrastro o madrastra ☐ E. Abuelo(a) o bisabuelo(a) ☐ H. Otro

☐ C. Madre/padre adoptivo

☐ F. Hermanos

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

23. Fecha de nacimiento: \_\_\_\_\_

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

25. ¿Cuál es su parentesco con este niño?

☐ A. Madre/padre biológico ☐ D. Madre/padre sustituto ☐ G. Otro pariente

☐ B. Padrastro o madrastra ☐ E. Abuelo(a) o bisabuelo(a) ☐ F. Hermanos ☐ H. Otro

☐ C. Madre/padre adoptivo

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## Encuesta sobre los factores de protección en Español (Spanish Protective Factors Survey)

**Parte I:** Por favor **encierra en círculo** el número que describa cuán a menudo estas afirmaciones son verdaderas para ti o para tu familia. Los números representan una escala de 1 a 7 en la que cada uno de los números representa una cantidad de tiempo distinta. El número 4 significa que la afirmación es verdadera más o menos la mitad del tiempo.

	<input type="radio"/> Nunca	<input type="radio"/> Casi Nunca	<input type="radio"/> Pocas Veces	<input type="radio"/> A Veces	<input type="radio"/> Muchas Veces	<input type="radio"/> Casi Siempre	<input type="radio"/> Siempre
1. En mi familia, hablamos acerca de los problemas.	1	2	3	4	5	6	7
2. Cuando discutimos, mi familia escucha ambas partes de la historia.	1	2	3	4	5	6	7
3. En mi familia, tomamos tiempo para escucharnos los unos a los otros.	1	2	3	4	5	6	7
4. Mi familia se apoya en momentos de estrés.	1	2	3	4	5	6	7
5. Mi familia soluciona todos nuestros problemas.	1	2	3	4	5	6	7

6. Tengo personas que me escuchan cuando necesito hablar de mis problemas.	1	2	3	4	5	6	7
7. Cuando me siento solo/a, tengo a varias personas con las que puedo hablar.	1	2	3	4	5	6	7
8. Yo sé a dónde ir si mi familia llegara a necesitar comida o alojamiento provisional.	1	2	3	4	5	6	7
9. Yo sé a dónde (o con quién) ir para conseguir ayuda si tuviera dificultades financieras.	1	2	3	4	5	6	7
10. Si existe una crisis, tengo personas con quienes contar.	1	2	3	4	5	6	7
11. Yo sé a dónde ir para recibir ayuda si necesito conseguir un trabajo.	1	2	3	4	5	6	7

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## Encuesta sobre los factores de protección en Español (Spanish Protective Factors Survey)

**Parte II.** Esta parte de la encuesta pregunta sobre crianza y tu relacionamiento con tu niño/a. en esta sección, por favor enfócate en el niño/a que esperas que más se beneficie de tu participación en nuestros servicios. Por favor escribe la edad o fecha de nacimiento del niño/a y luego responde a las preguntas con este niño/a en mente.

Edad del Niño \_\_\_\_\_ or Fecha de Nacimiento \_\_\_\_/\_\_\_\_/\_\_\_\_

	Nunca	Casi Nunca	Pocas Veces	A Veces	Muchas Veces	Casi Siempre	Siempre
12. Me siento segura/o en mi papel como madre/padre.	1	2	3	4	5	6	7
13. Sé cómo ayudarle a mi hijo/a a aprender.	1	2	3	4	5	6	7
14. Mi niño/a se porta mal sólo para hacerme enojar.	1	2	3	4	5	6	7
15. Yo elogio a mi niño/a cuando se porta bien.	1	2	3	4	5	6	7
16. Cuando disciplino a mi niño/a pierdo el control.	1	2	3	4	5	6	7



	1	2	3	4	5	6	7
17. Soy feliz cuando estoy con mi niño/a.							
18. Mi niño/a y yo somos muy unidos.	1	2	3	4	5	6	7
19. Puedo tranquilizar a mi niño/a cuando está enojado/a.	1	2	3	4	5	6	7
20. Yo paso tiempo con mi niño/a haciendo lo que le gusta.	1	2	3	4	5	6	7

**Gracias!!**

# Seven Core Issues in Adoption and Permanency

<https://nacac.org/resource/seven-core-issues-in-adoption-and-permanency/>

*From Adoptalk 2019, Issue 2; Adoptalk is a benefit of [NACAC membership](#).*

*By Sharon Kaplan Roszia and Allison Davis Maxon*

*Sharon Kaplan Roszia and Allison Davis Maxon have co-authored Seven Core Issues in Adoption and Permanency: A Comprehensive Guide to Promoting Understanding and Healing in Adoption, Foster Care, Kinship Families and Third Party Reproduction, which will be released by Jessica Kingsley Publishers in July 2019. Learn more in the article below and reserve your copy of the book today online or at traditional booksellers.*

*Sharon Kaplan Roszia, M.S., is an internationally known trainer and author who helped pave the way for open adoption practice believing in keeping connections over time. She has been devoted to her work in adoption and foster care since 1963 and is also a parent by birth, adoption, and foster care. She has co-authored two books on open adoption, The Open Adoption Experience and Cooperative Adoption. She is co-author and master trainer of Kinship Center's ACT: An Adoption and Permanency Curriculum for Child Welfare and Mental Health Professionals. Sharon is a consultant for the National Center on Adoption and Permanency. Contact Sharon at [sharon@sharonroszia.com](mailto:sharon@sharonroszia.com) and learn more at [www.sharonroszia.com](http://www.sharonroszia.com). Allison Davis Maxon, M.S., LMFT, is a nationally recognized expert in the fields of child welfare and children's mental health specializing in attachment, trauma, and permanency/adoption. She is the executive director for the National Center on Adoption and Permanency and was the child welfare consultant on the Paramount Pictures movie Instant Family. She is co-author and master trainer of Kinship Center's ACT: An Adoption and Permanency Curriculum for Child Welfare and Mental Health Professionals and co-author and master trainer of Pathways to Permanence: Parenting the Child of Loss and Trauma. Contact Allison at [allisonmaxon@cox.net](mailto:allisonmaxon@cox.net) and learn more at [www.allisondavismaxon.com](http://www.allisondavismaxon.com).*

Adoption, foster, and kinship care are important resources for addressing the needs of children in crisis. The majority of adoptions today originate from foster care and kinship caregiving which typically means the child has suffered trauma and/or neglect. Families built through foster, kinship care, and adoption represent bitter sweet forms of family building as they incorporate the joys and pain of both loss and gain. All members of the adoption/permanency constellation—which include adopted persons, birth/first parents, permanent parents, and extended family—experience lifelong intergenerational losses and complexities. How and when individuals are affected by both the positive and challenging issues of adoption and permanency depends upon many factors. These variables include personality, temperament, developmental stage at the time losses and/or trauma occurred, support systems, numbers of attachment disruptions, ongoing access to kin, and whether there is open and honest communication between constellation members.

Seven Core Issues in Adoption and Permanency are experienced by all members of the constellation and include the following:

1. Loss
2. Rejection
3. Shame and Guilt
4. Grief
5. Identity
6. Intimacy
7. Mastery and Control

Awareness of these Seven Core Issues and the challenges and their accompanying tasks can help constellation members better understand how the experience of adoption/permanency has impacted their life and relationships. In addition, it allows constellation members to use this unifying lens to better communicate their own core issues and better understand other constellation members' core issues. A parent's understanding of the Seven Core Issues enables them to better address the complex challenges and feelings their child may experience throughout various stages of development. This article provides an overview of the Seven Core Issues in Adoption and Permanency and how they may affect the thoughts, feelings, and experiences of each constellation member throughout their lives.

### **Seven Core Issues in Adoption and Permanency**

The Seven Core Issues were first introduced in the 1982 article "Seven Core Issues in Adoption" by Sharon Kaplan Roszia and Deborah Silverstein. Regardless of how a constellation member experienced adoption—whether losing a child, adopting a child, or being adopted—these lifelong complexities impact the lives of individuals and families. In 2019, Sharon Kaplan Roszia and Allison Davis Maxon expanded the Seven Core Issues to include all forms of permanency, as well as the additional impact that attachment disruptions and trauma has on constellation members. Regardless of your experience—whether you were adopted, fostered, or parented by an extended family member; whether you adopted or fostered an infant, child, or youth; whether you adopted from an agency, attorney, facilitator, or from another country; whether the adoption was open, semi-open, or closed; whether the loss of the child occurred voluntarily or involuntarily for the birth/first parents—these lifelong core issues will have an impact.

### **Loss**

Loss begins the journey. It is crisis and/or trauma that create the circumstances that lead to the necessity of adoption and permanency. The crises of an unplanned pregnancy, rape, incest, poverty, addiction, divorce, mental illness, war or a country's crisis that results in refugees, natural disasters, epidemics, and cultural biases leads to the displacement of children. Seven Core Issues in Adoption and Permanency, which include loss, rejection, shame/guilt, grief, identity, intimacy, and mastery/control, are created through the disassembling and creating of a new family system. Loss began the journey for all members of the constellation and is the unifying issue that binds them together.

For birth/first parents, adoptive/foster/kinship parents, and people who are adopted, involvement with adoption/permanency is typically associated with an initial loss and many secondary losses that continue to affect constellation members throughout their lives. There are ambiguous losses that impact

all members of the constellation which are vague and may be described as a feeling of distress and confusion about people who are physically absent but psychologically and emotionally present in their lives.

For birth/first parents, adoption and permanency means the loss of a child whom they may never see again and the loss of their parenting role. Adoptive parents may have experienced the loss of not giving birth to a particular child, failed fertility treatments, and dreams of raising a child with whom they are genetically connected. People who are adopted lose both their birth/first families; siblings, grandparents, aunts and uncles, and cousins. They may lose cultural, racial and ethnic connections and/or their language of origin. If they are adopted as older children, they may also lose friends, foster families, pets, schools, neighborhoods, and familiar surroundings.

Losses for constellation members may include:

- A family member; the family tree is permanently altered
- The loss of their familial tree that includes a history, culture, and lineage
- Vital physical, genetic, mental health, and historical information
- Safety, love, and protection of one's birth/first parents
- Societal status and being part of the norm
- Their original role in somebody's life
- Power over their life's circumstances

## Rejection

Constellation members' core losses are most often experienced as a form of social rejection. Rejection is a perceived loss of social acceptance, group inclusion or a sense of belonging. Rejection can be real, imagined, or implied. People get their most basic needs met through human connectedness; being rejected or ostracized from a person, family, or community can leave an individual feeling a deep sense of abandonment and isolation. People describe feelings of unworthiness, being of little value, and a fear of future rejection.

Constellation members may personalize their core losses in order to gain a deeper understanding about what happened to them and what role they may have played in those events. In an unconscious attempt to avoid future losses and to regain control of their life's journey, the individual may assume the responsibility for the loss, believing that if the rejection was their fault, then they can change or act differently and avoid future rejection. Rejection is felt in a person's body as discomfort and physical pain.

Feelings of Rejection may include:

- Increased sensitivity to any further rejection; large or small
- Subsequent losses being experienced as rejection
- Questions such as "Why me?" or "What did I do or not do to deserve this?"

- Children believing the crisis was their fault due to ego-centric thinking
- Feeling judged, unwanted, different, “less than”, or “not good enough”

Constellation members may anticipate rejection, provoke rejection, and/or defend against further rejection.

### **Shame and Guilt**

Rejection leads to feelings of shame and/or guilt. Shame and guilt impact an individual’s self-esteem and self-worth and may create anxiety. Shame is maladaptive, while guilt is generally an adaptive emotion. Shame relates to self, guilt to others. Shame is the painful feeling that one is bad and undeserving of deep connections and happiness. Guilt is a feeling of responsibility or remorse for some offense, crime or wrong, whether real or imagined. Shame is about “being” (I’m bad) and guilt is about “doing” (I did something bad).

When shame is intensely experienced from infancy through the formative years, an inner critic is developed that creates a negative or harsh view of the self, caretakers and the world. Shame greatly impacts self-esteem. Shame leaves a person believing that their core self is “less worthy” than other people. These beliefs increase anxiety and may lead to defensive behaviors. Shame and guilt discourage people from thinking of themselves in a constructive or positive way. It can limit individuals from loving and receiving love as they do not feel worthy.

Guilt develops from our earliest parent-child attachment experiences. Guilt is a learned social emotion. Consistent, secure and healthy primary attachment relationships allow the child to experience and internalize the attachment figures’ values and beliefs upon which a conscience develops. The conscience allows for guilt to be felt and develops as the child internalizes the primary attachment figures’ voices, actions and images, which are subsequently carried within an individual for the rest of their lives.

Family members, religious institutions, and societal expectations have long created shame and guilt that impact birth/first parents and extended family. Adoptive, foster, and kinship parents can also experience shame and guilt from those same sources. Children impacted by foster, adoption, and kinship caregiving often experience both shame and guilt ongoingly as their understanding of what happened to them unfolds developmentally over time.

Shame and guilt have long been created by the secrecy attached to adoption and permanency. Secrecy has been used as an element of control over constellation members in the name of privacy.

Constellation members may experience shame and guilt when:

- Attachments have been broken
- Relational trauma, violence, abuse, and neglect occur
- Stigmatizing words and labels are used
- Parents withhold important information from the child, adolescent, or adult
- People are lied to, manipulated, coerced or important information is withheld
- Professionals and “systems of care” criticize or demean (intentionally or unintentionally)

## Grief

The profound losses that created feelings or fears of rejection, which led to the emotions of shame and guilt, must be grieved. Adoption and permanency losses are too often left un-named, un-acknowledged, and un-grieved. The losses may be difficult to acknowledge and mourn in a society where these forms of family building are seen as problem-solving events that benefit everyone. The culture perceives these families being formed as a solution to several individual's problems; a child needs a family, a parent can no longer parent, and new parents are created. This may be perceived as a "gain" for everyone, rather than an event to which loss is integral. Because of this point of view, it may be difficult to accept, discuss, and express the emotions connected to grief.

Acknowledging loss and making room for the "work of grief" is essential to any healing process. In today's culture, there are few models for healthy grieving. People live in a "quick fix" society where individuals are expected to get over things rapidly and simply move on. Children are not taught how to cope with loss. Grieving is important because it allows people to speak their truth and express their feelings.

Grief is universal. However, it is experienced as a personal and highly individual process. A person's grief process depends on many factors including: personality, gender, culture, temperament, religious and/or spiritual beliefs, coping styles, life experiences, the age the loss occurred, the nature of the loss and an individual's support system. Everyone grieves according to their own timeline and in their own way. There is no recipe or prescription to shorten the process or make the suffering go away. It illuminates a truth in an individual's life. Grief is about acceptance, patience, adaptation, forgiveness and endurance; it changes you.

Grief for constellation members is complex as they have experienced a profound loss that changed the trajectory of their life. In the re-arranging of family trees through adoption and permanency, parents are grieving unborn children, children are grieving as their understanding of what happened to them unfolds, and birth/first parents are grieving the loss of their baby/child that they hope is alive and well.

Constellation members may experience grief when:

- The original separation occurs
- Anniversaries of the loss or crisis occurs
- Subsequent losses that require more adaptation occurs
- Someone asks a question that triggers the feelings of loss
- Memories surface in connection to the crisis, loss, or person lost
- A child/teen's understanding of adoption and their story unfolds
- Search and reunion occurs

## Identity

If constellation members have acknowledged and identified their losses, examined feelings or fears of rejection, become aware of any issues connected to shame and guilt, and addressed their grief process, they have the opportunity to build a cohesive identity that includes their adoption and permanency

status. As a life-altering event, adoption/permanency affects an individual's identity. The pursuit for self-identity is at the heart of the human journey. All individuals are on a quest to understand who they are, where they fit and share their stories with others to better understand themselves. Stories that are broken due to historical or personal events can make it difficult for people to understand and express who they are and solidify their life's narrative.

Identity formation begins in childhood and moves to the forefront during the teenage years. Gaps in identity may be more pronounced when a child starts school or has a family-oriented classroom assignment (e.g., creating a family tree).

If you are adopted, you may have experienced adoption-related identity issues throughout your life and you may feel as though your identity is incomplete, as if you are missing some pieces to your puzzle. Your birth/first parents are your genetic parents, but they aren't parenting you. You were born into one family and became part of another family from whom you learned values, religions, traditions, family stories, and views of the world.

If you were adopted and lack genetic, medical, religious, cultural, ethnic, racial, and other historical information about your birth/first family, you may want answers to questions that would help form your identity, such as why your birth/first parents placed you, what became of those parents, if you have siblings, and whether you resemble your birth/first parents or extended family.

Adoptive, foster and kinship parents may not feel like the "real" parents or feel entitled to be the "real" parents. Birth/first parents may be unsure of their role in their child's life since they are not actively parenting the child day to day. People who were parents are no longer the "everyday parents" and people who did not give birth become "everyday parents."

The losses in adoption and permanency create complexities and additional tasks for all constellation members that need to be addressed in order to achieve a healthy identity.

Constellation members may experience identity issues when:

- Tweens and teens are forming their identity
- Children feel insecure or angry and say, "You're not my real mother/father"
- Search and reunion occur
- Personal or intrusive questions are asked
- Medical issues arise
- People ask, "Are those your real children?", "Are those your real parents?"
- People ask the birth/first parent, "How many children do you have?"
- Birthdays, Mother's Day and Father's Day create questions about one's connections

### **Intimacy**

Intimacy requires an individual to know who they are and what they need in relationships and believe that they have value. Individuals' most primary motivation is the drive to belong and learn how to get

their emotional needs met through human connections. Intimate attachments provide the network through which all social, emotional, physical and psychological needs get met. Intimate attachment relationships require trust, respect, acceptance, empathy and reciprocity.

If individuals have acknowledged their core losses, noted where, when and with whom rejection surfaces, addressed feelings of shame and guilt, taken time to grieve, and have embraced their identity, they are able to offer an authentic self in an intimate relationship. Identity and intimacy are linked; as a person clarifies and re-clarifies who they are, their ability to relate to others, forgive others, embrace others, and trust

others is enhanced. If the earlier core issues have not been addressed, an individual may not know themselves well enough to know what they “really need” or what they have to offer the other person in an emotionally intimate relationship. All constellation members have been impacted by a core loss that changed their identity, which may lead to intimacy challenges.

Constellation members may experience intimacy challenges when:

- They have experienced relational trauma, multiple moves, and attachment disruptions
- They have experienced abuse, violence and neglect
- An adoptee lacks genetic, ethnic, and racial mirroring
- They lose an intimate connection to a child they were parenting
- They lose an intimate relationship with a partner and/or family members
- The crisis of infertility, invasive medical procedures and sex on demand in order to conceive, impacts the couple’s sexuality and their relationship
- Professionals and the courts intrude into a person’s most intimate and personal decisions
- People ask intrusive questions about infertility, your child’s story, or the loss of your children

### **Mastery and Control**

All of the unidentified, un-named, unacknowledged and un-grieved losses can create intense feelings of powerlessness and loss of control. Mastery over one’s life circumstances has been lost at some point by all members of the constellation. Everyone lost some power and control because of a life crisis, with the infant/child losing the most as they had no input into the decision that changed their life trajectory. For adoptees, the early loss of control that moved them from one family tree to another resulted in the ultimate loss of power and control. Traumatic losses and multiple attachment disruptions are a repeated assault on one’s need to feel empowered, secure, valued, and connected. The desire for power and control over one’s life unfolds through each stage of development and throughout adulthood.

Human beings need to feel in control to feel secure. The loss of control can have a long term impact on constellation members. Birth/first parents may emerge from the adoption/permanency process feeling victimized and powerless. Adoptive/permanency parents have lost control of over when, how and whom to parent. Adoptees and/or children in foster care had no choice about being adopted or fostered and must cope with the haphazard nature of how they joined their particular family. They may wonder, with all the families in the country that are looking to adopt or foster, “How did I end up in this family?”



The ultimate goal for all members of the constellation is mastery, which is a regaining of power and control over one's life. Every human being needs to feel powerful. Power is a strong component of resilience. Feeling empowered gives a person the ability to have an effect on others, feel that they have authority and rights, be hopeful and create change.

Mastery is a hard-earned proficiency. The achievement of mastery in various aspects of one's life is a process, a journey, which includes adapting, learning, self-awareness and forgiving.

Constellation members may experience a loss of power and control when:

- Major life decisions about who will parent the child are made by courts, social workers, and others
- Infertility, genetic factors, and life circumstances force a decision whether or not to parent and how to become a parent
- The courts terminate parental rights
- An infant/child/teen is repeatedly moved from place to place
- A new birth certificate is issued and the child's name and birth information is changed

Constellation members gain a sense of mastery when:

- Their own core issues are acknowledged and addressed
- They can identify their strengths, needs, and value to themselves and others
- They clarify what they were able to control and not control
- They can forgive themselves and others for decisions/mistakes that were made
- They can acknowledge other constellation members' losses, challenges and pain
- They clarify the lessons that they have learned and take the time to celebrate their accomplishments, their resiliency, strengths, and gains

The Seven Core Issues in Adoption and Permanency triggers such depth of emotions that the authors recognize that there is no way to put into words the feelings that all constellation members experience over time and no words that truly reflect each individual constellation member's unique experience. This article is a brief introduction to the *Seven Core Issues in Adoption and Permanency*. The book includes a more thorough exploration of the Seven Core Issues along with tools and interventions for healing.

Published: August 15, 2019

## ADOPTION PROMOTION & SUPPORT SERVICES TIER II – MAINTENANCE SERVICES SUPPORT-GROUP PARTICIPATION GUIDELINES

### PLEASE READ CAREFULLY BEFORE SIGNING

In order for group to work well, a safe environment must be created and maintained. The first step towards creating a safe environment is for you to understand and agree to the following guidelines:

By signing this form, you understand the terms stated herein and agree to have your services transferred from APSS TIER I Full Scope Services Program to the APSS TIER II Maintenance Services Program. As a participant of TIER II Maintenance Services, you will no longer have access to Case Management, Mentoring, Therapy, or Parenting Support, which are only offered as part of the APSS TIER I Full Scope Services Program. As a TIER II participant, you will only have access to continued support group services.

TIER II support group participants are expected to arrive on time and stay throughout the entire session. If you are unable to attend a session, please contact your group facilitator prior to the meeting to inform them of your absence.

As a TIER II participant, we hope you will join us \_\_\_\_\_. You will get the most out of this service the more frequently and consistently you attend. However, our expectation is that you will attend at least \_\_\_\_\_ in order to continue learning from the group. If at any time, without contacting us, you miss \_\_\_\_\_, our facilitator will reach out to you to check in on whether you still feel this is the right service for you. If at any point you decide, or our facilitators assess, that you would benefit from TIER I full scope support, a new referral for TIER I services will be initiated on your behalf.

After the outreach, if we do not hear from you within \_\_\_\_\_, your case will be closed. Additionally, if at any point you decide that you are no longer benefiting from TIER II support group and no longer wish to participate, please inform our facilitators and they will close your case. Once your case is closed, you will no longer be able to participate in support groups. If you wish to reenter services after your case has been closed for more than 6 months, a new TIER I referral for full assessment will be required prior to program participation.

### **CONSENT**

**I have read and understood the information provided above, and agree to abide by the guidelines for participation in APSS TIER II Support Group Services. I am satisfied that I have had an opportunity to have any questions or concerns addressed by the APSS provider. By submitting this document, I agree to abide by its terms.**

IF YOU HAVE ANY QUESTIONS, PLEASE DISCUSS THEM WITH YOUR APSS PROVIDER  
PRIOR TO SIGNING BELOW

APSS Client: \_\_\_\_\_

Date: \_\_\_\_\_

APSS Client: \_\_\_\_\_

Date: \_\_\_\_\_

## Parent-Child Suitability Summary (PCSS)

Effective 12/12/18, the State implemented through the All County Letter [\(ACL\) 18-142](#) Parent-Child Suitability Summary(PCSS) and on 5/27/21 the State provided [All County Information Notice \(ACIN\) No. I-44-21](#) clarification on when the PCSS must be completed for adoptive planning. It is a framework that helps DCFS assess attachment with the prospective adoptive family to ensure that DCFS can recommend terminating parental rights (TPR) to court. Once the child is legally freed, the child can be transitioned for adoptive planning.

The PCSS will be completed by the adoption CSW or FFA Adoption Worker and is not the responsibility of the CONTRACTOR. All CONTRACTORS must be aware of PCSS guidelines in order to mitigate any adoption barriers. CONTRACTOR will support adoption planning by being familiar with PCSS guidelines when working with children and families.

The PCSS is a necessary assessment tool to ensure the resource family is committed to providing permanency for a specific child or youth through adoption. It is a fundamental function in making a permanent placement decision for a child or youth. The PCSS is not an approval or direct support activity to the resource family. Therefore, it is not a responsibility for the RFA program staff or APSS CONTRACTOR and should be completed by the child's caseworker or adoption program staff. ACL 18-142 provides guidance for resource families moving towards adoption, including what information and topics should be included in the PCSS. The PCSS is an adoption document and therefore should be completed by a social worker who is trained to assess a child's or youth's permanency needs.

### WHEN SHOULD THE PCSS BE COMPLETED?

The PCSS should be completed along with the hearing, and assessment per WIC 366.21(i), 366.22(b) and 366.25(b), to terminate parental rights and move forward with adoption, per Welfare and Institutions Code (WIC) section 366.26. The components of the PCSS are adapted from subdivisions of WIC 366.21(i), 366.22(b) and 366.25(b), which are required in the 366.26 report. The purpose of the adoption assessment is to determine a permanent plan for the child while the PCSS determines the appropriateness of the specific placement with the prospective adoptive parents. Combined, these reports should create and provide a complete picture for the court and the agency as to the appropriateness of the plan for adoption. The following areas should be addressed by the social worker in the PCSS per ACL 18-142:

1. A preliminary determination of the commitment, motivation, and attachment of the potential adoptive parent to the specific child being adopted;
2. The potential adoptive parent's ability to meet the needs of the child;

3. Consulting directly with children age 12 years and over as to their wishes regarding adoption by these specific potential adoptive parents, unless a documented condition precludes a meaningful response by the child;
4. The potential adoptive parent's understanding of their own grief and loss issues surrounding the adoption of the specific child (fertility, dream child, etc.) and those of the child (family, culture, history, etc.), including how to obtain the proper support to recognize and heal the emotional wounds;
5. If transracial or transcultural, the importance of open conversations the child's race, any discrimination issues that may apply, the importance of race/culture mentors, integrating the child's culture into the family and celebrating these differences, etc.;
6. The life-long nature of adoption that include adoption-related questions, losses, etc. that are usually experienced through each developmental phase and with each major life milestone (dating, graduation, marriage, birth of a child, etc.);
7. How the potential adoptive parent(s) feel about post-adoption contact with siblings, appropriate birth parent(s), and/or other relatives of the child; and
8. If a relative is adopting, navigating their relationships with the child's birthparents and other relatives, role changes, etc.

**Additional Adoption Preparedness Elements That Are Recommended Include:**

1. How the trauma the child experienced has impacted their relationships within the family and with others, their behavior, academics, etc.;
2. The family's feelings and understanding of the specific child's trauma, the family dynamic, marital relationship, and the overall impact of placement, positive and/or negative, on the entire family, including that of other adults and children in the home;
3. How the potential adoptive family is helping the child to feel "claimed," and shown that they "belong" in the family as a natural family member;
4. How the potential adoptive parent's relatives and friends have responded to this particular child and the pending adoption;
5. Discussion about search and reunion possibilities of birth family by the adoptee; and
6. Any recommendations regarding training and services to enhance the success of the adoption.

If there is disagreement between the public and private agency regarding the family's preparedness to adopt the specific child, the public agency will have the final decision as they have care, custody and control of the child.

## APSS Staffing Plan

Contractor must fill the required APSS positions with qualified staff as outlined below. The same staff can fill multiple positions if qualifications and requirements for each position is met.

### **Professional Staff**

Professional staff must have, at minimum, a Bachelor's Degree in Social Work, Social Science, Psychology, Marriage and Family Counseling or a closely related field.

**Program Manager:** The Program Manager must have, at minimum, a Bachelor's degree from an accredited school in a social science or a closely related field and the equivalent of two (2) years full-time management experience in a social service agency. A minimum of one (1) Program Manager is required per contractor.

**Case Manager:** must be a professional level staff. A minimum of one (1) Case Manager is required per contractor. Each Case Manager must have the capacity to service a minimum of twenty-three (23) families. Contractor must ensure sufficient number of Case Managers are available to meet the needs of the program. Contractor must hire a full-time bilingual Spanish speaking staff if only one (1) staff fills the position.

**Group Facilitator:** must be a professional level staff with a minimum of one (1) year of experience with group facilitation, and be knowledgeable regarding the Seven Core Issues in Adoption. This position can be staffed using professional level staff in other roles (such as case managers or therapists). A minimum of one (1) part-time Group Facilitator is required per contractor. Contractor must hire a part-time bilingual Spanish speaking staff if only one (1) staff fills the position.

**APSS Therapist:** provides therapy to families and children. APSS therapists must possess, at minimum, a Master's Degree in social work, psychology, marriage and family counseling or a closely related field, or be a Master's Degree Program student, eligible to participate in supervised clinical fieldwork experience through an academically approvable practicum or internship placement. Unlicensed Therapy Staff, who hold a Master's Degree, must be registered with the Board of Behavioral Sciences gaining hours for licensure as an LMFT/LCSW or equivalent license. Unlicensed Therapy Staff may also be psychology, or closely related field, doctoral candidates in good standing, eligible to participate in an internship through their doctoral program.

Therapist Staff must have a minimum of one (1) year of actual practice, rather than observational, professional-level adoption experience, including, but not limited to, an awareness of the developmental process of adoption and training in

adoption therapy strategies and techniques including the Seven Core Issues in Adoption.

Unlicensed psychology or closely related field Ph.D or PsyD. staff must be supervised by a licensed clinician.

A minimum of one (1) full-time Therapist is required per contractor. Each Therapist must have the capacity to provide a minimum of twenty (20) hours of client-centered clinical or therapy services weekly. Contractor must consult with CPM if the minimum hours needs reevaluation. Contractor must ensure sufficient number of Therapists are available to meet the needs of the program. Contractor must hire a full-time bilingual Spanish speaking staff if only one (1) staff fills the position.

**APSS Supervising Therapist:** must be on primary contractor's staff and must be currently licensed in good standing as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or Licensed Clinical Psychologist, or an equivalent license recognized by the California Board of Behavioral Science Examiners with a minimum of three (3) years of actual practice, rather than observational, professional-level adoption experience. If the staff is an adoptive parent or an adult adoptee, one year of professional experience may be waived. A minimum of one (1) Supervising Therapist is required per contractor. Contractor must hire a bilingual Spanish speaking staff if only one (1) staff fills the position.

## **Paraprofessional Staff**

There are no minimum degree requirements for paraprofessional staff; however, Contractor must ensure that all paraprofessional staff possess the expertise and experience necessary to provide direct client services as required in this SOW.

**Mentors:** Are adults who meet the following qualifications:

- Mentors who serve adult APSS clients are adoptive parents (including kin and foster/adoptive parents); or resource parents/prospective adoptive parents who have had a positive experience with adoption; or adult adoptees.
- Mentors who serve child APSS clients may be any of the following:
  - Adult adoptees, including persons adopted as children and as adults under age twenty-six (26);
  - Former foster children who resided in foster care for at least two years and who have had a positive experience with adoption; or
  - Adults with a sibling who was adopted.

Mentors must reflect the cultural, ethnic and demographic population served by the contractor.

Mentors who meet both background requirements may serve as both adult and child mentors.

A minimum of one (1) adult and one (1) child mentor is required per contractor. Contractor must ensure sufficient number of mentors are available to meet the needs of the program. Contractor must hire a bilingual Spanish-speaking mentor if only one (1) mentor fills each position.

**Parenting Trainers:** must have the ability to highlight the needs of children in foster care by incorporating concepts of ACEs, trauma-informed parenting, Seven-Core Issues in Adoption and effective ways of working with children to enhance the parenting experience, such as Parent Child Suitability Summary (PCSS), attachment-focused parenting, Beyond Consequences, and Positive Parenting. A minimum of one (1) Parent Trainer is required per contractor. Contractor must hire a bilingual Spanish--speaking staff if only one (1) staff fills the position.

## **Community Professionals**

Professional or paraprofessional staff or volunteers who share a common interest in promoting safe and stable families and working within the communities served by Los Angeles County DCFS and Probation.

**APSS annual budgets may include any of the above staff as part of Direct Costs. Other staff who provide direct services to APSS clients and who provide supervision to any of the above staff may be included in the annual budgets. All other budgeted staff cannot be included as part of Direct Costs.**



ADOPTION PROMOTION & SUPPORT SERVICES (APSS)  
Monthly Reimbursement Invoice

Agency:  
Month:

Address		Invoice #	
City & Zip		Date of Invoice	
Contact Person		Program Cost Center	
Tel. #		Billing Month	
Spa #		Contract Period	
Email		Annual Contract Amount	

APSS Services	Annual Budget	Actual Monthly Expenditures	Actual YTD Expenditures	Available Unexpended Budget
	(a)	(b)	(c)	(d = a-c)
1. Salaries & Wages				\$ -
2. Employee Benefits				\$ -
Total Personnel Costs	-	-	-	\$ -
3. Sub/Independent Contractors				\$ -
4. Consultants				\$ -
Total Other Personnel Costs	-	-	-	\$ -
5. Meetings/Trainings				\$ -
6. Support Groups				\$ -
Total Meeting/Trainings/Support Groups	-	-	-	\$ -
7. Rent/Lease				\$ -
8. Maintenance				\$ -
9. Utilities				\$ -
10. Office Equipment & Supplies				\$ -
11. Telecommunications				\$ -
12. Staff Mileage/Transportation				\$ -
13. Insurance				\$ -
14. Other Costs				\$ -
Description:				\$ -
Total Other Program Costs	-	-	-	\$ -
TOTAL DIRECT COSTS	\$ -	\$ -	\$ -	\$ -
12. Indirect Costs/Administrative Overhead				\$ -
TOTAL DIRECT & INDIRECT	\$ -	\$ -	\$ -	\$ -

Requested Reimbursement: \$ -

13. In-Kind Donation	Monthly Donation:		YTD Donation:	
Description:				

Certification of Agency Representative

I certify that I am duly appointed, qualified and acting officer of the herein-named claimant; that the costs being claimed herein are in all respect true, correct and in accordance with the contract provisions; that the funds were expended or obligated during the billing period; and that the net amount claim has not been previously presented to or reimbursed through the Department of Children and Family Services or through any other Federal Award. The undersigned hereby certifies that no more than 10% of the invoiced amount are administrative costs and that the in-kind donation claims meet all contract requirements.

_____	Signature _____	Date _____
(Print name and title)		

LOS ANGELES COUNTY PROGRAM MANAGER APPROVAL			
_____	Signature _____	Date _____	
(Print name and title)			
_____	Signature _____	Date _____	
(Print name and title)			

## ADOPTION PROMOTION & SUPPORT SERVICES SERIOUS INCIDENT REPORT

**AGENCY INFORMATION:**

Agency Name:	SPA:
Address:	Telephone:

**CASE INFORMATION:**

APSS Case #:	Referral Date:	Referral Type:
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**INCIDENT:**

Date:	Time:	Location:
Staff Present:		

**CLIENT INFORMATION:**

Name:	SOGIE:
DOB:	Age at time of incident:
Type of Placement ( <i>Residential, Foster, Fost-Adopt, Finalized</i> ):	
Adoption Status:	

**CAREGIVER(S) INFORMATION:**

Name:	DOB/Age:
SOGIE:	
Name:	DOB/Age:
SOGIE:	
Relationship ( <i>Foster, Adoptive, Prospective Adoptive, Relative, Other</i> ):	

**TYPE OF INCIDENT: (Check all that apply)**

<input type="checkbox"/> AWOL/Runaway	<input type="checkbox"/> Injury/Illness/Accident	<input type="checkbox"/> Child Abuse
<input type="checkbox"/> Substance Abuse	<input type="checkbox"/> Suicide Attempt	<input type="checkbox"/> Police Involvement
<input type="checkbox"/> Physical Abuse	<input type="checkbox"/> School Related	<input type="checkbox"/> Criminal Involvement
<input type="checkbox"/> General Neglect	<input type="checkbox"/> Self-Endangerment	<input type="checkbox"/> Sexually Related
<input type="checkbox"/> Death of client, caregiver, sibling	<input type="checkbox"/> Endangerment of Others	<input type="checkbox"/> Other:

**INCIDENT DETAILS (Who, Where, When, What, How):**

--

--

**RECOMMENDED SERVICES & RESOURCES TO ADDRESS INCIDENT:**

--

**COMMENTS:**

--

**SIGNATURES:**

Staff Making Report	Name/Title	Date/Time
Supervisor	Name/Title	Date/Time

Police Report #		Representative taking report info (name & contact info):	
Child Abuse #		Representative taking report info (name & contact info):	
Other Report #		Representative taking report info (name & contact info):	

**Submission:** Email or fax SIR within one business day of notification of the incident to the County Program Manager with a copy to the designee and both the primary CSW and the Adoption CSW.

***PRICE SHEET***

***NOT ATTACHED TO CONTRACT***

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

***NOT ATTACHED TO CONTRACT***

## COUNTY'S ADMINISTRATION

CONTRACT NO.

### COUNTY'S PROGRAM DIRECTOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

### COUNTY'S PROGRAM MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

### COUNTY'S PROGRAM MONITOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME:

CONTRACT NO.

**CONTRACTOR'S PROGRAM 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:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

### **NON-IT CONTRACTS**

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT



**CONTRACTOR EMPLOYEE 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 must keep such information confidential.

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

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

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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 will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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 will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

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

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

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

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



No shame | No blame | No names





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

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

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

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

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

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

### What information needs to be provided?

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

### What happens to the baby?

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

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

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

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

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

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

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

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

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 Basis of Accounting

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

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

#### 1.1 Accrual Basis

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

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



### 1.2 Cash Basis

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

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

### 1.3 Prepaid Expenditures

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

### 2.0 Accounting System

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

### 2.1 General Journal

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

#### Example:

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

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

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

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

### 2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

### **2.4    General Ledger**

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

### **2.5    Chart of Accounts**

A Chart of Accounts must be maintained:

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

### **2.6    Payroll Register**

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

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines to properly classify employees and independent contractors.

### **2.7 Invoices/Billings**

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

### **3.0 Records**

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

### **3.1 Retention**

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### **3.2 Encryption**

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

### **3.3 Supporting Documentation**

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

***Electronic documentation is permitted when the source documentation originated electronically. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), CONTRACTOR shall retain the original source document for inspection by COUNTY. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).***

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

#### **Payroll**

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- Time distribution records by program, accounting for total work time on a daily basis for all employees.
- Records showing actual expenditures for Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

### **Personnel Files**

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

### **Contracted/Consultant Services**

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

### **Travel**

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

### **Vehicle Expenditures**

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
  - Trip dates
  - Origin and destination addresses of the trip
  - Purpose of the trip and how it relates to the Agreement services
  - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
  - Date and time of travel
  - Origin and destination addresses of the trip and the resulting mileage
  - Purpose of the trip and how it relates to the Agreement services
  - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
  - Parking and toll charges reimbursed
  - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

### **Operating Expenditures (e.g., utilities, office supplies, equipment rentals)**

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.

### Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

### Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that loan proceeds were actually used for COUNTY programs.

To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

### 3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.



Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

### **3.5 Filing**

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

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

### **3.6 Referencing**

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

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

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

### **4.0 Donations and Other Sources of Revenue**

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue.

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

### **5.0    Audits**

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

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

### **6.0    Single Audit Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

### **7.0    Subcontracts**

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

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

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

### **B. INTERNAL CONTROLS**

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all personnel in these procedures and continuously monitor operations to ensure compliance with them.

#### **1.0 Cash Receipts**

##### **1.1. Separate Fund or Cost Center**

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

##### **1.2 Manual Deposits**

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

All checks shall be restrictively endorsed upon receipt.

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

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

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt or as soon as reasonably possible.

Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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

### 1.3 Separation of Duties

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

### 1.4 Bank Reconciliations

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

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

## 2.0 Disbursements

### 2.1 General

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

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

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

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

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

Voided checks shall be marked void. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

### **2.2. Approvals and Separation of Duties**

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

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

### **2.3 Petty Cash**

***Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

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

**The petty cash fund must be maintained on an imprest (fixed) basis.**

A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

### **2.4 Credit Cards**

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

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

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

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

### 3.0 Timekeeping

#### 3.1 Timecards

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

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time reports.

#### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information, such as, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

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

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

- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

### **Benefit Balances**

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

### **3.3 Incentive Compensation**

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

### **3.4 Limitations on Positions and Salaries**

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

### **3.5 Separation of Duties**

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

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



### **4.0 Capital Assets**

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment. All other assets with an acquisition cost of \$5,000 or more shall be capitalized.

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

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

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

### **4.1 Acquisition**

As specified in the contract, CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY contract.

### **4.2 Non-Capital Asset Equipment**

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, fax machines, and other portable assets).

### **4.3 Asset Identification and Inventory**

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

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

An inventory of all fixed assets must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.

### **4.4 Depreciation and Use Allowance**

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of:
  - Land
  - Buildings and equipment donated by governmental agencies
  - Buildings and equipment contributed by the CONTRACTOR to satisfy funding matching requirements
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, “How to Depreciate Property,” contains guidelines for establishing an asset’s useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

### **4.5 Rental Costs of Buildings and Equipment**

Rental costs are allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a “less-than-arms-length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

### **4.6 Security**

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

### **4.7 Property Management**

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

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

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

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

## **C. COST PRINCIPLES**

### **1.0 Policy**

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of expenditures.

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

### **1.2 Expenditures Incurred Outside the Agreement Period**

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

### **1.3 Budget Limitation**

Expenditures must not exceed the maximum limits in the contract budget.

### **1.4 Unspent Program Funds**

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

### **1.5 Necessary, Proper and Reasonable**

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

### **2.0 Allocable Expenditures**

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

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

### **2.1 Direct Costs**

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

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

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

Examples of bases for allocating shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

### **2.2 Indirect Costs**

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

### **2.3 Acceptable Indirect Cost Allocation Methods**

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

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

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

#### **Simplified Allocation Method**

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

##### **Example:**

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

### **Direct Allocation Method**

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

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

### **Multiple Base Allocation Method**

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

### **Negotiated Indirect Cost Rates**

CONTRACTORS have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency with the largest dollar value of Federal awards funded to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

### **De Minimis Rate**

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

### **2.4 Indirect Cost Limitations**

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

### **2.5 Cost Allocation Plan**

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

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

## **D. UNALLOWABLE COSTS**

The Uniform Guidance addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., including, but not limited to, NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest (unless expressly allowed by federal guidelines)
- Losses on other awards



### **E. OVERPAYMENTS**

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

### **F. GOVERNANCE**

#### **OVERVIEW**

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

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

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

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

#### **1.0 Independence**

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

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the

organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

### **2.0 Oversight Mechanisms**

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

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

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

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

### **3.0 Oversight Committees**

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

### **Nominating Committee**

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

### **Compensation and Benefits Committee**

The Board shall establish a Compensation and Employee Benefits Committee composed entirely of independent directors to establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and Treasurer.

### **Audit Committee**

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

### **Annual Audit Duties:**

- If the CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the COUNTY receives a copy of the annual audit report and all other audits, reviews, and other third-party reports.

### **Additional Audit Committee Duties**

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
  - ✓ Financial information systems design and implementation;
  - ✓ Internal audit outsourcing services;
  - ✓ Management functions or human resources;
  - ✓ Investment adviser or investment banking services;
  - ✓ Legal services and expert services unrelated to the audit.

### **G. MISCELLANEOUS REQUIREMENTS**

#### **1.0 Insurance**

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

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

#### **2.0 Activity**

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

#### **3.0 Reporting Fraud/Misconduct**

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

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

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

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

Online: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles  
Department of Auditor-Controller  
Office of County Investigations,  
500 W. Temple Street, Suite 514  
Los Angeles, CA 90012

**Agency Name**  
**Bank and Account #**  
**For the Month Ended June 30, 202X**

<b>Balance Per Bank Statement</b>			\$ 35,000.00
Add:	Deposit(s) in Transit		\$ 4,000.00
	Bank Service Charge		
	(erroneously posted -- to be reversed next month)		\$ 20.00 [1]
Less:	Outstanding Checks		
	#100	\$ 1,000.00	
	#101	\$ 500.00	
	#102	\$ 500.00	\$ (2,000.00)
	Bank Posting Error (to be reversed next month)		\$ (120.00) [1]
<b>Adjusted Bank Balance</b>			<b><u>\$ 36,900.00</u></b>
<hr/>			
<b>Balance Per Book</b>			\$ 36,950.00
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
<b>Adjusted Book Balance</b>			<b><u>\$ 36,900.00</u></b>

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

[1] Reconciling items.



**USER COMPLAINT REPORT**  
**SAFE CHILDREN AND STRONG FAMILIES**

This form is to be used by DCFS users of (Enter Name of Program/Service Here) 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:

- ☐ (Enter Name of Program/Service Here) Contractor is not responding to messages.
- ☐ (Enter Name of Program/Service Here) Contractor is/was not available or not responding to messages.
- ☐ (Enter Name of Program/Service Here) Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by (Enter Name of Program/Service Here) Contractor.
- ☐ (Enter Name of Program/Service Here) Contractor is/or has not been submitting reports or maintaining records as required.
- ☐ (Enter Name of Program/Service Here) Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

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**COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACTS ADMINISTRATION DIVISION  
FEDERAL AWARD INFORMATION (2CFR 200.332)  
FISCAL YEAR 2023-2024**

Date of Notification: XX-XX-XXXX Subrecipient Name: XXXX

Contract Number: XX-XX-XX Federal Award Identification Number (FAIN): XXXX

Federal Award Date: XX/XX/XXXX Subaward Period of Performance: XXXX

Subaward Budget Period: XXXX

Amount of Federal funds obligated by the pass-through entity: XX

Amount of Federal funds obligated to the subrecipient by the pass-through entity include the current obligation: XX Cost Reimbursement

Total Amount of Federal Award committed to the subrecipient: XX

**Federal Award Project description as required by FFATA:** A county administered, state supervised program, PSSF is used to support family preservation and family reunification efforts. In accordance with the federal requirements, counties must spend a minimum of 20 percent of PSSF funds on each of the four program components: Family Preservation Services, Family Support Services, Adoption Promotion and Support Services; and Time-Limited Family Reunification Services.

**Name of Federal Awarding Agency:** Administration for Children and Families (ACF)

**Agency's Assistance Listing Number:** 93.556 PSSF  
(Formerly Catalog of Federal Domestic Assistance)

*Please complete, sign the bottom portion, and return to:*

**Department of Children and Family Services - Contracts Administration Division**  
510 South Vermont Avenue, 14<sup>th</sup> Floor, Los Angeles, CA 90020  
Attention: Jeannie Moc Herrera, Contract Analyst  
[HerreJ3@dcfs.lacounty.gov](mailto:HerreJ3@dcfs.lacounty.gov)

Agency's DUNS number: XXXX

Indirect Cost Rate letter: Yes \_\_\_\_\_ No X

**Acknowledgment:** As pursuant to CFR Section 200.331(a)(1)(xii), this is to acknowledge that this Agency does not engage in any Research and Development under this contract.

\_\_\_\_\_  
Agency's Legal Name

\_\_\_\_\_  
Agency's representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency's representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONFIDENTIALITY OF CORI INFORMATION**

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

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

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

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

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

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Signature

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Name (Print)

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Title

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Date

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

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Proposer or Contractor Name

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Address

---

Internal Revenue Service Employer Identification Number

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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 or Contractor 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.



The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding

items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Name  
Departmental Information Security Officer  
Address

City, State Zip  
Telephone  
Email address

- b. Include the following Information in all notices:
- i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## 15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. INTENTIONALLY OMITTED**

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

**ADDENDUM A: INTENTIONALLY OMITTED**

**ADDENDUM B: INTENTIONALLY OMITTED**

**ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY**

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.



# APPENDIX B - REQUIRED FORMS

## Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of References
- 8) List of Contracts
- 9) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
– Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 10) Declaration

**REQUIRED FORMS – EXHIBIT 1**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>Proposer Name:</b>	<b>County Webven Number:</b>
<b>Address:</b>	
<b>Telephone Number:</b>	<b>Email:</b>
<b>Internal Revenue Service Employer Identification Number:</b>	<b>California Business License Number:</b>

<b>1</b>	Select the option that best defines your firm's business structure:  <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	<b>If Corporation or Limited Liability Company (LLC):</b> Legal Name (as stated in Articles of Incorporation): _____  State of Incorporation: _____  Year of Incorporation: _____  <b>If Limited Partnership or a Sole Proprietorship:</b> Name of proprietor or managing partner: _____  <b>If other:</b> Specify business structure name: _____
<b>2</b>	Is your firm doing business under one or more DBA's?  <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: _____  Country of Registration: _____  Year became DBA: _____
<b>3</b>	Is your firm wholly/majority owned by, or a subsidiary of another firm?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation.  Name of Parent Firm: _____  State of Incorporation or registration of parent firm: _____
<b>4</b>	Has your firm done business under other names within last five (5) years?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change.  Name(s): _____  Year(s) of Name Change: _____

**REQUIRED FORMS – EXHIBIT 1**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

5	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".	
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Email: _____</p>

## **REQUIRED FORMS – EXHIBIT 2**

### **CERTIFICATION OF COMPLIANCE**

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification  Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)  _____	<a href="#">Board Policy 5.065</a>	<b>Check the Certification below that is applicable to your company.</b>  <input type="checkbox"/> 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.  <b>OR</b>  <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Willing to provide GAIN/START participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No, identify exemption:</b> <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No, identify exemption:</b> _____

### **REQUIRED FORMS – EXHIBIT 3**

#### **REQUEST FOR PREFERENCE CONSIDERATION**

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

**OR**

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.204</u></a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.205</u></a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#"><u>LACC 2.211</u></a>

**Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**

**REQUIRED FORMS – EXHIBIT 4**  
**DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: \_\_\_\_\_

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

**CONTRACTS REQUIRED FORMS – EXHIBIT 5**  
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE	REFERENCE
1 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.
Total Number of Employees in California:	
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Percentage of how ownership of the firm is distributed
	Male      Female      Male      Female
Black/African American	%      %
Hispanic/Latino	%      %
Asian or Pacific Islander	%      %
American Indian	%      %
Filipino	%      %
White	%      %

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	<p>If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.</p> <div style="text-align: center; margin-top: 20px;"> <b>Check if not applicable</b> </div>				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

### Instructions for Completing Exhibit 5 - CBE Form

**Proposer must submit Exhibit 5 - Community Business Enterprise (CBE) Information form.**

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer 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 will be at the Director's sole judgment and their judgment will be final.



## **REQUIRED FORMS – EXHIBIT 6**

### **MINIMUM MANDATORY REQUIREMENTS**

Proposer acknowledges and certifies that it meets and will comply with the Proposer's Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0, of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer must submit their proposal(s) for ADOPTION PROMOTION AND SUPPORT SERVICES by 12:00 PM, PST, on Tuesday, February 13, 2024.		
2	Proposer must have, or be willing to establish, a service office located within the SPA for which a proposal is being submitted. The address of Proposer's service office must be included in the proposal.		
3	Proposer must demonstrate a minimum of two (2) years within the last three (3) years administering Federal, State, County or City contracts.		
4	Proposer must have a minimum of five (5) years of experience within the last seven (7) years providing adoption-focused services including Referrals, Case Management, Therapy, Parenting Education, Mentor Program, and Support Groups.		
5	Proposer must be a non-profit social service organization or public entity and be tax exempt under 501(c)(3) of the Internal Revenue Code for a period of at least two (2) years prior to the proposal due date for this RFP.		
6	If Proposer's compliance with a County contract has been reviewed by the Department of Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six (6) 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 7**

### **LIST OF REFERENCES**

**Proposer's Name:** \_\_\_\_\_

Provide five (5) references for the same or similar scope of services that were provided by the Proposer during the previous three (3) years. Proposer's references will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
FIRM NAME: _____	FIRM NAME: _____
ADDRESS: _____	ADDRESS: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
FIRM NAME: _____	FIRM NAME: _____
ADDRESS: _____	ADDRESS: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
FIRM NAME: _____	FIRM NAME: _____
ADDRESS: _____	ADDRESS: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

## **REQUIRED FORMS – EXHIBIT 8**

### **LIST OF CONTRACTS**

**Proposer's Name:** \_\_\_\_\_

Provide a list for all public entities for which the Proposer has provided services within the last three (3) years. Proposer's references will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

(All contracts with other governmental agencies including the County of Los Angeles must be listed.)	
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

## **REQUIRED FORMS – EXHIBIT 9**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer must provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer must attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

**REQUIRED FORMS – EXHIBIT 10**

**DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-10 IS TRUE AND CORRECT.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

Provide a narrative that demonstrates the organization's background and experience specific to items **8.5.1.1.1, 8.5.1.1.2, and 8.5.1.1.3.**

- 8.5.1.1.1** Proposer must demonstrate their experience in providing adoption services to the following target populations: a) Children or non-minor dependents that could benefit from a more permanent plan of adoption; b) Children or non-minor dependents who are hesitant about adoption; c) Matched and unmatched children, caregivers and families involved in the DCFS/Probation adoption process, including pre-adoption activities or participating in the Resource Family Approval process; d) Children, non-minor dependents or families in need of support and services before and after adoption finalization, up until the youngest prospective adoptive or adopted child is age twenty-one (21); e) Adoption Assistant Program (AAP) benefit recipients who were prior dependents of Los Angeles County DCFS/Probation, or have been determined eligible and receive benefits through Los Angeles County DCFS AAP; and f) Los Angeles County DCFS/Probation Kin-GAP recipients who wish to explore adoption of a prior or current DCFS/Probation dependent child.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.1.1.1**      Continued



## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.1.1.2**      Proposer must demonstrate their experience in building and maintaining networks with community partners for the Service Planning Area they propose to serve.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.1.1.2** Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.1.1.3** Proposer must demonstrate their experience assessing for the need for adoption-focused parenting education and family therapy; and describe their understanding of and experience with how adoption issues impact parenting and family functioning.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.1.1.3**      Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to items **8.5.2.1 to 8.5.2.7**.

**8.5.2.1**      Proposer must describe their approach and provide examples of identifying and servicing the target population.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.2.1** Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.2.2** Proposer must describe a plan to provide funding, either Medi-Cal or other funding sources, in support of their adoption-focused and/or adoption-informed individual therapy to the target population.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.2.2** Continued



## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.2.3**      Proposer must describe their method in providing services which align with the Seven Core Issues in Adoption.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.2.3** Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.2.4** Proposer must describe their adoption-focused mentoring program, including recruitment, training, and compensation of mentors.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.2.4** Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.2.5** Proposer must describe their approach to offering support groups at a minimum of once monthly and bilingual Spanish-speaking groups in compliance with the requirements of the SOW to the following: a) Adult support group; b) Child adoption-focused support group; and c) Bilingual Spanish-speaking support group.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.2.5** Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.2.6**      Proposer must describe their approach to providing adoption-focused quarterly trainings to the community and adoption professionals.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.2.6** Continued



## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.2.7** Proposer must describe their plan to provide documentation of services provided, including therapy services, as part of the service reports submitted to DCFS as follows: a) Client counts; b) Number of sessions; and c) Full documentation (excluding actual therapy notes).

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.2.7**      Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

Provide a narrative that demonstrates the organization's quality control plan to specific to items **8.5.3.1, 8.5.3.2, and 8.5.3.3.**

- 8.5.3.1** Proposer must describe their method in providing services in accordance with the Integrated Core Practice Model as follows: a) Engaging; b) Teaming; c) Assessing/Understanding; d) Planning/Intervening; and e) Tracking/Adapting.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.3.1** Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.3.2** Proposer must describe their methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.3.2** Continued

## **REQUIRED FORM – EXHIBIT 11**

### **Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form**

- 8.5.3.3**      Proposer must describe their protocol to ensure uninterrupted services to APSS clients in the event of work stoppage or emergent staffing shortage due to the following: a) Illness; b) Vacation and absences; and c) Pandemic.

**REQUIRED FORM – EXHIBIT 11**

Adoption Promotion and Support Services Request for Proposals #22-0055  
Narrative Form

**8.5.3.3** Continued



## REQUIRED FORM – EXHIBIT 11

### Adoption Promotion and Support Services Request for Proposals #22-0055 Narrative Form

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected.

**Declaration:** I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.

Agency Name: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **APPENDIX B**

## **REQUIRED FORMS - COST PROPOSAL**

### **Exhibits**

- 12) Price Sheet
- 13) Line Item Budget
- 14) Budget Narrative
- 15) Service Planning Area Preference Form

## **REQUIRED FORMS - EXHIBIT 12**

### **ADOPTION PROMOTION AND SUPPORT SERVICES RFP #22-0055 PRICE SHEET**

One (1) Pricing Sheet is required for each of the Service Planning Areas (SPAs) the Proposer proposes to serve. Rates quoted must be fully loaded to include all applicable costs associated with Adoption Promotion and Support Services (APSS) and any other costs necessary to perform all tasks outlined in the APSS RFP, Sample Contract, Statement of Work, Performance Outcome Measures, Exhibits, and Attachments.

The chart below provides a list of the historical average caseload per SPA and the maximum annual funding amount available. Caseload numbers can vary in the upcoming years depending on multiple factors. This chart is meant to assist Proposers in developing their proposed cost with information currently available for this RFP.

<b>SPA</b>	<b>Historical Average Caseload Per SPA</b>	<b>Maximum Annual Funding Per SPA</b>
1	64	\$330,000
2	81	\$417,000
3	134	\$688,400
4	32	\$180,000
5	76	\$389,200
6	79	\$407,000
7	76	\$388,500
8	40	\$203,400

Proposers must demonstrate how they arrived at the final proposed annual cost to be submitted on page two (2) of Exhibit 12, by providing a Line Item Budget and Budget Narrative (Exhibits 13 and 14). *All information provided in the Price Sheet, Line Item Budget, and Budget Narrative will become part of the Contract, if proposal is recommended, as indicated in the Sample Contract Section 5.5.15.*

**REQUIRED FORMS - EXHIBIT 12**

**ADOPTION PROMOTION AND SUPPORT SERVICES RFP #22-0055  
PRICE SHEET**

<b>Service Planning Area (SPA)</b> Select one	<b>TOTAL PROPOSED ANNUAL COST</b> Firm-fixed price for the selected SPA
_____	\$ _____

**Service Planning Areas (SPAs)** – Choose only one (1) SPA (SPA No. 1 through SPA No. 8) for each proposal. SPAs are described in terms of zip codes in the Adoption Promotion and Support Services (APSS) RFP, Appendix A, Zip Codes by Service Planning Area.

The undersigned offers to furnish all personnel, labor and materials necessary for APSS. Said work must be done for the period prescribed and the manner set forth in the APSS Statement of Work. The proposed cost is a firm-fixed price to remain firm for the duration of the Contract.

**I declare under penalty of perjury under the laws of the State of California that all computations used to arrive at the cost for Adoption Promotion and Support Services for the SPA above are true and correct to the best of my knowledge.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Address

## REQUIRED FORMS - EXHIBIT 13

### SAMPLE LINE ITEM BUDGET SUMMARY

Proposer should adjust line items as necessary in order to fully demonstrate how they will provide APSS services.

#### BUDGET SHEET FOR \_\_\_\_\_

Proposer Name

#### **DIRECT COST (List each staff classification)**

Salaries and Wages:	FTE*	Monthly Salary
Employee Classification _____	_____	\$ _____
Employee Classification _____	_____	\$ _____
Employee Classification _____	_____	\$ _____
Others (Please continue to list)		

**Total Annual Salaries and Wages** \$ \_\_\_\_\_

\*FTE = Full Time Equivalent Positions

Employee Benefits (EB)	Monthly Cost per FTE
Medical Insurance	\$ _____
Dental Insurance	\$ _____
Life Insurance	\$ _____
Other (list)	\$ _____

**Total Annual Benefits** \$ \_\_\_\_\_

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Total Annual Payroll Taxes** \$ \_\_\_\_\_

#### Services & Supplies

Auto/Travel	\$ _____
Supplies	\$ _____
Purchased Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Insurance not listed under EB	\$ _____
Rent	\$ _____
Other (please continue to list)	

**Total Annual Services & Supplies** \$ \_\_\_\_\_

**TOTAL ANNUAL DIRECT COSTS** \$ \_\_\_\_\_

#### **INDIRECT COST**

**TOTAL ANNUAL INDIRECT COSTS** \$ \_\_\_\_\_

Indirect Annual Cost as it relates to Total Annual Cost (Please enter a percentage) % \_\_\_\_\_

Reminder: Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs. CFDA #93.556 part 070 indicates, "State grantees must limit administrative costs to ten percent (10%) of the total expenditures required to draw their allotment."

(Provide a full breakdown of costs in the Narrative)

**TOTAL DIRECT AND INDIRECT ANNUAL COST** \$ \_\_\_\_\_

**TOTAL PROJECTED NUMBER OF FAMILIES TO BE SERVED** \_\_\_\_\_

## **REQUIRED FORMS - EXHIBIT 14**

### **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. All proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

#### **DIRECT COST**

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program.

All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.25, Insurance Coverage.

#### **INDIRECT COST**

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs. CFDA #93.556 part 070 indicates, "State grantees must limit administrative costs to ten percent (10%) of the total expenditures required to draw their allotment."

**REQUIRED FORMS - EXHIBIT 15**  
**SERVICE PLANNING AREA PREFERENCE FORM**

Proposer's Name: \_\_\_\_\_

<b>Section A:</b> Proposer's Authorized Person and Signatory (Identify the person authorized to sign and bind the contract on behalf of the agency)	
Name:	Title:
Email:	Phone Number:
Mailing address:	City, State, Zip Code:
Signature:	Date:

**Instructions:**

Check off at least one (1) Service Planning Area (SPA) where your agency has submitted a proposal, Section B below, and indicate the order of preference. The information below will be utilized to select a contract for those agencies that submit multiple proposals. The County retains the right to negotiate service planning areas based on Proposer's capacity and need.

<b>Section B:</b> Proposer must check off at least one (1) Service Planning Area where it is able to provide Adoption Promotion Support Services and indicate the order of preference.	
<input type="checkbox"/> SPA 1 – Preference #:	<input type="checkbox"/> SPA 5 – Preference #:
<input type="checkbox"/> SPA 2 – Preference #:	<input type="checkbox"/> SPA 6 – Preference #:
<input type="checkbox"/> SPA 3 – Preference #:	<input type="checkbox"/> SPA 7 – Preference #:
<input type="checkbox"/> SPA 4 – Preference #:	<input type="checkbox"/> SPA 8 – Preference #:

# APPENDIX C, D

## **Appendix**

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation



**SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST**

***Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

<b><i>For County use only</i></b>
Date SRR Request Received by County: _____ Date Solicitation Released: _____ Reviewed by: _____

## **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 Exhibit J (Charitable Contributions Certification) of Appendix A.

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>

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <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 D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.**