



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

REQUEST FOR PROPOSALS (RFP #26-0065) FOR CAREGIVER AND YOUTH SUPPORT SERVICES

**Prepared By
County of Los Angeles**

September 29, 2026

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS	1
2.0 INTRODUCTION	2
3.0 PURPOSE	2
3.1 Statement of Work (SOW).....	2
3.2 Contract: County Terms and Conditions	3
4.0 MINIMUM MANDATORY REQUIREMENTS.....	3
5.0 COUNTY’S RIGHTS AND RESPONSIBILITIES	4
5.1 Representations Made Prior to Contract Execution	4
5.2 Final Contract Award by the Board of Supervisors.....	4
5.3 County’s Option to Reject Proposals.....	5
5.4 County’s Right to Amend Request for Proposals	5
5.5 Background and Security Investigations	5
6.0 NOTIFICATION TO PROPOSERS.....	5
6.1 Public Records Act.....	5
6.2 Contact with County Personnel	6
6.3 Mandatory Requirement to Register on County’s WebVen	7
6.4 Protest Policy Review Process.....	7
6.5 Conflict of Interest	8
6.6 Determination of Proposer Responsibility	8
6.7 Proposer Debarment.....	9
6.8 Improper Considerations	10
6.9 County Lobbyist Ordinance	10
6.10 Consideration of GAIN/START Participants for Employment.....	11
6.11 Jury Service Program.....	11
6.12 Pending Acquisitions/Mergers by Proposing Company.....	12
6.13 Charitable Contributions Compliance.....	12
6.14 Defaulted Property Tax Reduction Program.....	13
6.15 County’s Commitment to Zero Tolerance Policy on Human Trafficking	13

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
6.16 Intentionally Omitted	14
6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)	14
6.18 Prohibition from Participation in Future Solicitation(s).....	14
6.19 Community Business Enterprise (CBE) Participation.....	14
6.20 Contribution and Agent Declaration	15
6.21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76).....	16
6.22 Intentionally Omitted	17
6.23 Contractor Alert Reporting Database	17
6.24 Mandatory Requirement to Register on Federal System for Award Management	17
7.0 COUNTY’S PREFERENCE PROGRAMS.....	17
7.1 Overview of County’s Preference Programs	17
7.2 Local Small Business Enterprise (LSBE) Preference Program	18
7.3 Social Enterprise (SE) Preference Program.....	18
7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	19
7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program	19
8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION.....	19
8.1 Truth and Accuracy of Representations	19
8.2 Proposers’ Questions	19
8.3 Optional Virtual Proposers’ Conference	20
8.4 Preparation of the Proposal.....	20
8.5 Business Proposal Requirements and Evaluation Criteria (70%).....	21
8.6 Cost Proposal Requirements and Evaluation (30%)	29
8.7 Firm Offer-Withdrawal of Proposal	30
8.8 Proposal Submission	30
9.0 SELECTION PROCESS OVERVIEW.....	31
9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)	31
9.2 Selection Process	32

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
10.0 PROTEST PROCESS OVERVIEW	33
10.1 Solicitation Requirements Review	33
10.2 Disqualification Review	33
10.3 Department's Proposed Contractor Selection Review.....	34
10.4 County Independent Review	36

APPENDICES

- A Sample 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

RFP Release Date	September 29, 2026
RFP Contact	Aminata Sanders, via email: CYSSRFP@dcfs.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	October 14, 2026, 5:00 P.M., Pacific Daylight Time (PDT)
Optional Virtual Proposer's Conference	October 29, 2026 at 10:00 A.M., PDT To register for the optional Virtual Proposer's Conference, please contact Aminata Sanders: CYSSRFP@dcfs.lacounty.gov All conference participants must register by Wednesday, October 28, 2026.
Written Questions Due	On or before October 29, 2026, 5:00 P.M., PDT
Questions and Answers Released via Addendum	On or about November 20, 2026
Proposals Due	On or before December 28, 2026, 12:00 P.M., Pacific Standard Time (PST)
Anticipated Contract Term	June 1, 2028 through May 31, 2029, with an option to extend for four (4) additional one (1) year periods, from June 1, 2029 through May 31, 2033.
Minimum Mandatory Requirements (MMRs)	Please see Paragraph 4.0 (Minimum Mandatory Requirements)

2.0 INTRODUCTION

- 2.1** The County of Los Angeles (County) Department of Children and Family Services (DCFS/Department) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide Caregiver and Youth Support Services (CYSS). One (1) contract will be awarded.
- 2.2** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

3.0 PURPOSE

3.1 Statement of Work (SOW)

CYSS utilizes a hybrid service delivery model that combines a contracted service provider and internal DCFS staff resources to meet the unique needs of caregivers and youth of the program. Under this approach, specialized support services for caregivers are delivered through a contracted service provider, while youth receive primary support from dedicated Children Services Workers (CSWs). This coordinated and collaborative model leverages the strengths of both external and internal resources to enhance service quality, promote continuity of care, caregiver retention, and improve youth outcomes.

The CYSS contract services four distinct programs within DCFS: Placement Stability Team (PST), Family Urgent Response System (FURS), Intensive Placement Home (IPH), and Temporary Support Home (TSH) programs. While services are coordinated across all four programs, the TSH program receives enhanced support due to its higher service volume and critical role in providing safe, immediate, and therapeutic housing services for vulnerable youth.

The service continuum includes weekly support group sessions, continuing education opportunities, on-call emergency support, case management, and ongoing support for both caregivers and youth. Additionally, the TSH Program assists caregivers and youth in establishing and maintaining a safe physical environment while addressing immediate tangible needs that may affect placement stability, youth well-being, and successful program outcomes. Furthermore, the TSH program aims at eliminating the need for congregate shelter care by providing temporary placement in specialized family homes. These homes are equipped to meet the immediate emotional, physical, and mental health needs of youth while offering a therapeutic, supportive, and nurturing environment. Service goals for the PST, FURS and IPH are to increase caregiver retention, provide ongoing family support, improve youth wellbeing, and increase placement stability.

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

3.2 Contract: County Terms and Conditions

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

3.2.1 Anticipated Contract Term

The contract term is anticipated to be for an initial period of one (1) year. The initial Contract term is anticipated to be June 1, 2028 through May 31, 2029, following Board of Supervisors' (Board) approval.

There is an option to extend for four (4) additional one (1) year periods, from June 1, 2029 through May 31, 2033, unless sooner terminated in accordance with the Contract. Once approval is obtained from the Board of Supervisors, the DCFS Director or designee, has the authority to execute the optional extension periods.

3.2.2 Contract Rates

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

The anticipated Maximum Annual Contract Amount for this contract will be \$1,406,365.68, financed using 100 percent 2011 Realignment Funds.

3.2.3 Days of Operation

The Contractor will be required to provide Caregiver and Youth Support services as specified in Paragraph 15.3 (Service Delivery Sites) in Exhibit A (Statement of Work) of Appendix A (Sample Contract). The Contractor is required to provide services on County-recognized holidays.

3.2.4 Indemnification and Insurance

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Sample 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 (Sample 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 (Sample Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- 4.1** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Proposer must not have unresolved questioned costs identified by the A-C, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- 4.2** Proposer must have five (5) years' experience, within the last seven (7) years and a minimum of three (3) of the five (5) years serving complex care high needs children/youth services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).
- 4.3** Proposer must not have any unresolved noncompliance or performance issue(s) listed in the Contract Alert Reporting Database (CARD) or any unresolved findings reflecting past performance history related to any County, State, federal, or out-of-state government contracts. Proposer (Prospective Contractor) must disclose any such non-compliance findings that can be construed as being unresolved in Appendix B, Required Forms, Exhibit 10, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties.
- 4.4** Proposer must be a non-profit organization and tax exempt under 501(c)(3) of the Internal Revenue Code, or public entity.
- 4.5** Proposer must have a minimum of two (2) years within the last three (3) years administering federal, state, county, or city contracts.

Proposer may not use subcontractor's experience to meet the Minimum Mandatory Requirements listed above.

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 are required as specified in Appendix A (Sample Contract), Paragraph 7.5, and Exhibit A (Statement of Work), Section 9.0. Proposer/Contractor is responsible for all costs associated with required background and security investigations.

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: Aminata Sanders, Contract Analyst
Email address: CYSSRFP@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.

Proposers are encouraged to monitor the DCFS website at:
<https://contracts.dcfs.lacounty.gov/>

and/or:

The Los Angeles County website at:
<https://camisvr.co.la.ca.us/LACoBids/BidLookUp/OpenBidList/>

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

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)

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

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** Pursuant to California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) 23-601.2.24; a "Responsible Bidder" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity, or poor business ethics; and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.
- 6.6.7** Pursuant to CDSS MPP 23-601.2.25, a "Responsive Bidder" means one whose bid or proposal substantially complies with all requirements of the RFP.
- 6.6.8** 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 (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

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 with the Registry of Charitable Trusts, which is maintained by the California Attorney General's Office. The 2004 Nonprofit Integrity Act, as approved and codified in California Government Code, Sections 12580-12599.10, 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 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 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 8.53 (Compliance with

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

6.16 Intentionally Omitted

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

6.17.1 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).

6.17.2 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.

6.17.3 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.

6.17.4 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.

6.18 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 Business 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 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.

6.20 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under Government

Code Section 84308 from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

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

6.21.1 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 11 (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.

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

6.21.3 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.

6.21.4 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.

6.22 Intentionally Omitted

6.23 Contractor Alert Reporting Database

6.23.1 The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

6.23.2 The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information, not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment.

6.24 Mandatory Requirement to Register on Federal System for Award Management

Prior to a contract award, all potential contractors must register in the Federal System for Award Management (SAM). Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov>.

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). 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 (LSBE, 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, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website

at:https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

- 7.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 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 LSBE, DVBE, or SE when not qualified.
- 7.2 Local Small Business Enterprise (LSBE) Preference Program**
 - 7.2.1** The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.204 of the Los Angeles County Code.
 - 7.2.2** The business must be certified by the County prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
 - 7.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the County with their proposal.
- 7.3 Social Enterprise (SE) Preference Program**
 - 7.3.1** 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.
 - 7.3.2** The business must be certified by the County, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
 - 7.3.3** 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 County with their proposal.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

7.4.1 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.

7.4.2 The business must be certified by the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.4.3 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 County with their proposal.

7.5 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 twenty four (24) months 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: Aminata Sanders at CYSSRFP@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 Optional Virtual Proposers' Conference

- 8.3.1** An Optional 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: Thursday, October 29, 2026

Time: 10:00 A.M., PDT (Pacific Daylight Time)

Please ensure you contact Aminata Sanders at:

CYSSRFP@dcfs.lacounty.gov for the Event Invitation and
Registration Link.

All conference participants must register by
Wednesday, October 28, 2026.

- 8.3.2** To **register** for the Optional Virtual Proposer's Conference, please contact Aminata Sanders at CYSSRFP@dcfs.lacounty.gov.

8.4 Preparation of the Proposal

One proposal, comprised of four (4) electronic files in Portable Document Format (PDF) must be submitted, consisting of a Business Proposal and a Cost Proposal, via electronic mail (e-mail) to: CYSSRFP@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.

- 8.4.1** Proposers must submit four (4) electronic PDF files in their proposal submission email(s) as follows:
- 1) Required Forms (Appendix B, Exhibit 1 through 12, and Corporate Documents, Insurance, and Licenses);
 - 2) Business Proposals (Appendix B, Exhibit 13);
 - 3) Cost Proposals (Appendix B, Exhibit 14 through 16); and
 - 4) Three (3) years of Financial Statements (at least one (1) audited financial statement within the last eighteen (18) months)

8.4.2 The electronic files must be titled as follows: CYSS RFP #26-0065, the organization's name, and identify the files listed in 8.4.1 (i.e. CYSS RFP #26-0065, ABC Agency, Required Forms).

8.4.3 Each page must be clearly and consecutively numbered within each electronic file.

8.5 Business Proposal Requirements and Evaluation Criteria (70%)

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:

8.5.1 Table of Contents

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

8.5.2 Executive Summary (Section A)

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

8.5.3 Proposer's Qualifications (Section B) (20%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this paragraph.

8.5.3.1 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.

Additionally, Proposer must include a list containing 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 Public Entities), 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.

8.5.3.1.1 Proposer must demonstrate their experience providing support services to youth and caregivers with complex care needs.

8.5.3.1.2 Proposer must demonstrate their experience working with public agencies, counties, states, or other governmental entities, including experience with quality assurance, contractual compliance, performance requirements, and reporting.

8.5.3.2 Proposer's List of References (Section B.2)

Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 8 (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 subcategory (Proposer's List of References).

Proposer must provide five (5) references where the same or similar scope of services was provided as set forth in the Statement of Work (Exhibit A) to validate that the Proposer meets the minimum qualifications stated in Paragraph 4.0 (Minimum Mandatory Requirements). Proposers submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

Proposer may provide three (3) alternate references in the event that a reference is non-responsive. Proposer's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal.

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 8 (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

contacts during the business hours of Monday through Friday, from 8:00 A.M. to 5:00 P.M.

- 1) The first attempt will be an email with the electronic survey with a due date for a response.
- 2) The second attempt will be a second email reminding the reference contact(s) to complete the electronic survey sent previously.
- 3) The third attempt will be a phone call to the reference contact(s) letting them know that they have received two (2) emails to complete the electronic survey, with a follow-up email from the caller. If the reference contact(s) is not reached after three (3) attempts, the reference contact(s) 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.

8.5.3.3 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.

8.5.3.4 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 2025, 2024, and 2023. At least one (1) of the financial statements must be an audited financial statement within the last eighteen (18) months 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.

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

The County will conduct a review of Proposer's pending litigation and judgements. 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 judgements.

8.5.4 Proposer's Approach to Providing Required Services (Section C) (40%)

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:

8.5.4.1 Proposer must describe their approach providing caregivers with individualized training, coaching, and ongoing support to address the unique needs of youth with complex care needs.

8.5.4.2 Proposer must describe their approach providing timely, responsive, and effective support when a youth or caregiver

experiences a crisis, placement challenge, or other urgent need.

- 8.5.4.3** Proposer must describe their approach ensuring that services are culturally responsive, trauma-informed, and individualized to the needs, preferences, and circumstances of each youth and caregiver.
- 8.5.4.4** Proposer must describe their approach, strategies and interventions it will use to prevent placement disruptions, promote and support placement stability, and support permanency for youth served through the FURS, PST, and IPH programs.
- 8.5.4.5** Proposer must describe their approach identifying, engaging, assessing, preparing, and supporting potential caregivers to facilitate timely and successful transitions of youth from TSHs.
- 8.5.4.6** Proposer must describe their approach and capacity to provide continuous support to youth and caregivers 24 hours per day, 7 days per week, including evenings, weekends, holidays, and overnight hours.
- 8.5.4.7** Proposer must describe their approach recruiting, training, preparing, supervising, and providing ongoing support to staff who will work directly with youth.

8.5.5 Proposer's Quality Assurance Plan (Section D) (10%)

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 (Sample 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:

- 8.5.5.1** Proposer must describe their method to staffing structure, supervision, staff qualifications, training plan, and procedures for maintaining service quality, compliance, and timely service delivery.

8.5.5.2 Proposer must describe their method to assessing the quality and effectiveness of services provided to youth and caregivers.

In addition, the following factors may be included in the QAP:

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

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

8.5.6.1 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 (or reviewed) on their willingness to accept the terms and conditions outlined in Appendix A (Sample Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample 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.

8.5.6.2 Section E of Proposer's response must include:

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

8.5.6.3 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.

8.5.7 Business Proposal Required Forms and Corporate Documents (Section F)

8.5.7.1 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 Public Entities

Exhibit 8 List of References

Exhibit 9 Contribution and Agent Declaration Form

Exhibit 10 Involvement in Litigation, Labor Violations, and/or Contract Compliance Difficulties

Exhibit 11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Exhibit 12 Declaration

Business Proposal

Exhibit 13 Narrative

Cost Proposal

Exhibit 14 Price Sheet

Exhibit 15 Line-Item Budget

Exhibit 16 Budget Narrative

8.5.7.2 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 (30%)

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.

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

8.6.1 Cover Page

Cover Page must identify, at a minimum, the RFP and the Proposer's name.

8.6.2 Price Sheet

Exhibit 14 (Price Sheet) of Appendix B (Required Forms)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.6.3 Line-Item Budget and Budget Narrative

Exhibit 15 (Line-Item Budget) and Exhibit 16 (Budget Narrative) of Appendix B (Required Forms)

The Line-Item Budget and Budget Narrative will be evaluated for accuracy of computations, cost validity, and explanations/descriptions demonstrating how the Proposer will fulfill the Contract requirements.

The Line-Item Budget and Budget Narrative must demonstrate how the Proposer arrived at the final proposed annual cost.

8.6.4 Cost Proposal Required Forms

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

Exhibit 14 Price Sheet

Exhibit 15 Line-Item Budget

Exhibit 16 Budget Narrative

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.

8.8 Proposal Submission

Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

Proposals must be submitted as follows:

8.8.1 One proposal must be submitted, consisting of four (4) separate electronic PDF files, by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

To: RFP Contact identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements)

Subject: Proposal for Caregiver Youth Support Services RFP #26-0065, Proposer's Name

8.8.2 The electronic files must be titled as follows: CYSS RFP 26-0065, the organization's name, and identify the files listed in 8.8.3 (i.e. CYSS RFP 26-0065, ABC Agency, Required Forms).

8.8.3 Proposers must submit four (4) electronic PDF files in their proposal submission email(s) as follows:

- 1) Required Forms (Appendix B, Exhibits 1 through 12, Insurance, Licenses, and Corporate Documents);
- 2) Business Proposal (Appendix B, Exhibit 13);
- 3) Cost Proposal (Appendix B, Exhibits 14 through 16); and
- 4) Three (3) years of Financial Statements (at least one (1) audited financial statement within the last eighteen (18) months)

- 8.8.4** Each page must be clearly and consecutively numbered within each electronic file.
- 8.8.5** No hard copies delivered in person or facsimile (faxed) responses will be accepted. All proposal documentation must be attached, not linked.
- 8.8.6** Proposers must also include a redacted Business Proposal in searchable Adobe Portable Document Format (PDF), with all confidential, proprietary and trade secret information redacted, as part of its 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.
- 8.8.7** 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.
- 8.8.8** Proposers should plan for delays or computer system failure and avoid submitting proposals at minimum 30 minutes before the deadline. Any proposal(s) received at 12:01 P.M., on December 28, 2026 will be immediately rejected.
- 8.8.9** Proposers must set up a delivery receipt for each of their email submissions. Proposers must keep delivery receipts and acknowledgement email(s) from DCFS for their records.
- 8.8.10** All proposals will be firm offers and may not be withdrawn for a period of twenty four (24) months following the last day to submit proposals.

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (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.

9.2 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.

9.2.1 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.

9.2.2 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.

9.2.3 Information Security and Privacy Due Diligence. Selection of a prospective Contractor is subject to satisfactory completion of any information security and privacy due-diligence review required by DCFS. The prospective Contractor must complete questionnaires and provide reasonable supporting documentation requested by DCFS concerning its security and privacy programs, systems and hosting, subcontractors and third-party providers, access controls, encryption, incident response, security testing, data retention, and data destruction. The County may require reasonable

remediation or additional safeguards as a condition of contract execution or production use.

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;
- 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 that either:
 - 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. Proposers that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

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 – SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

CAREGIVER AND YOUTH SUPPORT SERVICES

Assistance Listing # N/A

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions	3
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	5
5.1 Total Contract Sum	5
5.2 Written Approval for Reimbursement	5
5.3 Notification of 75% of Maximum Annual Contract Amount	6
5.4 No Payment for Services Provided Following Expiration-Termination of Contract	6
5.5 Invoices and Payments	6
5.6 Unresolved Disallowed Costs	10
5.7 Intentionally Omitted	10
5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	10
6.0 ADMINISTRATION OF CONTRACT - COUNTY	11
6.1 County's Administration	11
6.2 County's Program Director	11
6.3 County's Program Manager	11
6.4 County's Program Monitor	11
6.5 County's Contract Analyst	11
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	12
7.1 Contractor's Administration	12
7.2 Contractor's Program Manager	12
7.3 Approval of Contractor's Staff	12
7.4 Contractor's Staff Identification	12
7.5 Background and Security Investigations	12
7.6 Confidentiality	13
8.0 STANDARD TERMS AND CONDITIONS	15
8.1 Amendments	15

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.2 Assignment and Delegation/Mergers or Acquisitions	15
8.3 Authorization Warranty.....	16
8.4 Budget Reductions	16
8.5 Complaints	16
8.6 Compliance with Applicable Laws	17
8.7 Compliance with Civil Rights Laws.....	18
8.8 Compliance with the County's Jury Service Program.....	18
8.9 Conflict of Interest	20
8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List.....	20
8.11 Consideration of Hiring GAIN/START Participants.....	20
8.12 Contractor Responsibility and Debarment.....	21
8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law	23
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	23
8.15 County's Quality Assurance Plan	23
8.16 Damage to County Facilities, Buildings or Grounds	24
8.17 Employment Eligibility Verification.....	24
8.18 Counterparts and Electronic Signatures and Representations.....	24
8.19 Fair Labor Standards	25
8.20 Force Majeure	25
8.21 Governing Law, Jurisdiction, and Venue.....	26
8.22 Independent Contractor Status	26
8.23 Indemnification	26
8.24 General Provisions for all Insurance Coverage.....	27
8.25 Insurance Coverage.....	30
8.26 Liquidated Damages	32
8.27 Most Favored Public Entity.....	33
8.28 Nondiscrimination and Affirmative Action	33
8.29 Non Exclusivity.....	35
8.30 Notice of Delays	35

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.31 Notice of Disputes	35
8.32 Notice to Employees Regarding the Federal Earned Income Credit	35
8.33 Notices	35
8.34 Prohibition Against Inducement or Persuasion.....	36
8.35 Public Records Act.....	36
8.36 Publicity.....	36
8.37 Record Retention and Inspection-Audit Settlement.....	37
8.38 Recycled Bond Paper	38
8.39 Subcontracting	38
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	39
8.41 Termination for Convenience	39
8.42 Termination for Default.....	40
8.43 Termination for Improper Consideration.....	41
8.44 Termination for Insolvency	42
8.45 Termination for Non-Adherence of County Lobbyist Ordinance	42
8.46 Termination for Non-Appropriation of Funds	42
8.47 Validity.....	42
8.48 Waiver	43
8.49 Warranty Against Contingent Fees	43
8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	43
8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	43
8.52 Time Off for Voting	43
8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking	44
8.54 Intentionally Omitted	44
8.55 Compliance with Fair Chance Employment Hiring Practices.....	44
8.56 Compliance with the County Policy of Equity	44
8.57 Prohibition from Participation in Future Solicitation(s).....	45
8.58 Injury and Illness Prevention Program	45

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	45
9.0 UNIQUE TERMS AND CONDITIONS	45
9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45
9.2 Ownership of Materials, Software and Copyright	46
9.3 Patent, Copyright and Trade Secret Indemnification	46
9.4 Data Destruction	47
9.5 Information Security and Privacy Requirements	48
9.6 Contractor's Charitable Activities Compliance.....	48
9.7 Local Small Business Enterprise (LSBE) Preference Program	48
9.8 Social Enterprise (SE) Preference Program.....	49
9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	50
9.10 Intentionally Omitted	51
9.11 Intentionally Omitted	51
9.12 Intentionally Omitted	51
9.13 Intentionally Omitted	51
9.14 Intentionally Omitted	51
9.15 Intentionally Omitted	51
9.16 Intentionally Omitted	51
9.17 Intentionally Omitted	51
9.18 Intentionally Omitted	51
9.19 Child Abuse Prevention Reporting	51
9.20 Conduct of Program	51
9.21 Contract Accounting and Financial Reporting	52
9.22 Contractor Alert Reporting Database (CARD).....	52
9.23 Employee Benefits and Taxes.....	52
9.24 Fixed Assets.....	52
9.25 Former Foster Youth Consideration	53
9.26 Shred Document	53
9.27 State Energy Conservation Plan	53
9.28 Use of Funds.....	54

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
10.0 Survival.....	54

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Price Sheet (Not Attached to Sample Contract)
- C** Line-Item Budget and Budget Narrative (Not Attached to Sample Contract)
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement

UNIQUE EXHIBITS

- G** Information Security and Privacy Requirements
- H** Auditor-Controller Contract Accounting and Administration Handbook
- I** User Complaint Report
- J** Confidentiality of Criminal Offender Record Information (CORI)

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
CAREGIVER AND YOUTH SUPPORT SERVICES**

This Contract ("Contract") and Exhibits made and entered into on the date of execution indicated below by and between the County of Los Angeles (County), Department of Children and Family Services (DCFS) hereinafter referred to as "County," and Contractor Name, hereinafter referred to as "Contractor." Contractor Name is located at Contractor Address, providing services County-wide.

RECITALS

WHEREAS, the County may contract with private businesses for Caregiver and Youth Support Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Caregiver and Youth Support Services; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, the County is permitted to contract for services; 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 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 Sample Contract)
- Exhibit C Line-Item Budget and Budget Narrative (Not attached to Sample Contract)
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
 - F1 Contractor Acknowledgement and Confidentiality Agreement
 - F2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

Unique Exhibits:

- Exhibit G Information Security and Privacy Requirements
- Exhibit H Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit I User Complaint Report
- Exhibit J Confidentiality of Criminal Offender Record Information (CORI)

Notwithstanding the foregoing order of precedence, in the event of a conflict involving information security, privacy, confidentiality, security or privacy incident response, or the protection, use, storage, transmission, retention, return, or destruction of County Information, Exhibit G (Information Security and Privacy Requirements) will control unless an amendment executed by the parties expressly states otherwise.

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's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 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.
- 2.1.7 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.8 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.
- 2.1.9 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/ Department:** The County of Los Angeles (County) Department of Children and Family Services (DCFS), which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** The County's Director of Department of Children and Family Services.

- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 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.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written 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.
- 3.3** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor must not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor must stop work immediately upon receipt of such written stop work notice.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be for an initial one (1) year commencing after the date of execution by the Director of the Department of Children and Family Services (DCFS) or designee as authorized by the Board of Supervisors or June 1, 2028 through May 31, 2029, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to four (4) additional one (1) year periods, from June 1, 2029 through May 31, 2033, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Director of DCFS or designee as authorized by the Board of Supervisors, by Amendment or written notice to the Contractor.
- 4.3** The County maintains a database that tracks/monitors 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.

- 4.4** 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).
- 4.5** 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 if such additional time is necessary to complete the negotiation or solicitation of a new Contract.
- 4.6** The County will have the option to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension will be exercised at the sole discretion of the Director of DCFS or designee as authorized by the Board of Supervisors, by Amendment or written notice to the Contractor.

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Annual Contract Amount for this Contract is \$XXX.

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Price Sheet).

5.1.2 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 Maximum Annual Contract Amount

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 Maximum Annual Contract Amount under this Contract. Upon occurrence of this event, the Contractor must send written notification to County's Program Manager at the email 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 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 The Contractor must submit monthly invoices and required supporting documentation under this Contract to the DCFS County Program Manager for review and approval. The Contractor must also submit an electronic copy via email to DCFS Accounting Services.

5.5.4.1 The electronic invoice must be emailed by a representative of the Contractor, whose email address has been approved by the Program Manager.

5.5.4.2 Invoices received from an email address not approved by the Program Manager will not be accepted.

5.5.4.3 Emails containing invoices must come from a contractor specific domain and not from a generic third-party platform (e.g. Gmail, Hotmail, etc.).

5.5.4.4 Invoices and supporting documentation must be submitted to:

County of Los Angeles
Department of Children and Family Service
Placement Support Division
Attention: Elia Godinez, Division Chief
GodinE@dcfs.lacounty.gov

And a duplicate copy to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Unit
510 South Vermont Avenue, 14th Floor
Los Angeles, CA 90020
ContractInvoices@dcfs.lacounty.gov

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.

The Contractor's invoices 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.

5.5.6 Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) days after the last day of the month the services were rendered will constitute as "past due invoice." Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which services were rendered. County may, in its sole discretion, pay some or 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 of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments which exceeds the Maximum Annual Contract Amount 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 Amount 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 Amount 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 Amount. 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 Paragraph 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** No Payment for Services Provided Following Expiration-Termination of Contract: Contractor must have no claim against County for, nor be entitled to payment 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, Contractor must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.
- 5.5.16** Contractor's Budget is attached hereto and incorporated by reference here in as Exhibit C – Contractor's Line-Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Amount, 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.
- 5.5.17** Contractor, without prior approval of County, may reallocate up to a maximum of 5 percent (5%) of the Maximum Annual Contract Amount 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 Amount. Such requests to County must be addressed to the County Program Manager.
- 5.5.18** Contractor must limit administrative and indirect costs to 10 percent (10%) of the total expenditures of the contract funds.
- 5.5.19 Preference Program Enterprises - Prompt Payment Program**
Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy

3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.7 Intentionally Omitted

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

- 5.8.1** 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).
- 5.8.2** 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.
- 5.8.3** 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.
- 5.8.4** 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.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Program Director.

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. The Contractor must ensure that no interruption of services will occur as a result of a change in personnel.

7.2 Contractor's Program Manager

7.2.1 The Contractor's Program Manager is designated in Exhibit 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 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's 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.

7.5.2 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.

- 7.5.3** 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.
- 7.5.4** Contractor must immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 7.5.5** Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 7.5.6** These terms will also apply to subcontractors of County contractors.
- 7.5.7** 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. Contractor must also comply with Exhibit G (Information Security and Privacy Requirements).
- 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).

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). Additionally, 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).

7.6.5 Confidentiality Requirements for Probation

7.6.5.1 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.

7.6.5.2 Contractor's employees must be given copies of all cited code sections and Confidentiality of CORI Information (Exhibit J) 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.

7.6.5.3 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any

Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

8.0 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 Federal, State, 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 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.
- 8.1.4** For any change which does not affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, a Change Notice must be executed by Contractor and County Program Manager 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

- 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.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 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.
- 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.
- 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.
- 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.
- Copies of all written responses must be sent to the County's Program Manager within three (3) business days of mailing to the complainant.
- The Contractor must use the User Complaint Report (Exhibit I).

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.
- 8.7.5** That Contractor is to provide reasonable accommodations and auxiliary aids or services, unless compliance with Americans with Disabilities Act would place an undue financial burden on, or would fundamentally alter the nature of the Contractor's program.

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

- 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.

- 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.
- 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.

- 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 Who 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 and 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

- 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.

- 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.
- 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.
- 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.
- 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.
- 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 and Notice to its Employees of the 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) 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.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and 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

8.23.1 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), 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.

8.23.2 Any legal defense pursuant to Contractor's indemnification obligations under this Agreement must be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as

information, reasonable assistance, and authority to defend or settle the claim, Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

- 8.23.3** Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein will be construed as a waiver of County's sovereign immunity.

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

- 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.
- 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.
- 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.

- 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.
- Certificates and copies of any required endorsements must be emailed to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
Attention: Aminata Sanders, Contract Analyst
Email: ContractorInsurance@dcfs.lacounty.gov;
SandeA@dcfs.lacounty.gov

- 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 effectuate 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 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 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.

8.25.5 Professional Liability-Errors and Omissions

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

8.25.6 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software

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

8.25.7 Cyber Liability Insurance

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

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 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:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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 Civil Rights Department 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 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.

8.34 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.

8.35 Public Records Act

8.35.1 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 8.37 (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 except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. 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.

8.35.2 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.

8.36 Publicity

8.36.1 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:

- The Contractor must develop all publicity material in a professional manner; and
- 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.

- 8.36.2** 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 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

- 8.37.1** 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.
- 8.37.2** 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)
- 8.37.3** 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.
- 8.37.4** 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.

- 8.37.5** Contractor will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County and/or the California Department of Social Services (CDSS), to be conducted by an independent certified public accountant and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, Contractor will forward copies of such reports by email to:

Department of Children and Family Services
Contract Compliance Division
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

8.38 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.

8.39 Subcontracting

- 8.39.1** 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.
- 8.39.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3** 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.

- 8.39.4** 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.
- 8.39.5** 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.
- 8.39.6** 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.
- 8.39.7** 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.
- 8.39.8** 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
Placement Support Division
Elia Godinez, Division Chief
GodinE@dcfs.lacounty.gov

8.40 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 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1** 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 effectuated 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.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.41.3 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 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

8.42.1 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:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, 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.

8.42.3 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 8.42.2 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.

8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

8.43.1 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.

8.43.2 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/>.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 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.

8.46 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.

8.47 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.

8.48 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 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

8.49.1 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.

8.49.2 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.

8.50 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.

8.51 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 8.50 "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.

8.52 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.

8.53 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.

8.54 Intentionally Omitted

8.55 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, the California Code of Regulations Section 11017.1, and County Code Chapter 8.300 (Fair Chance Ordinance for Employers). Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance Fact Sheet and Workplace Posters (English/Spanish), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an Employer Toolkit (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fair-chance-hiring-campaign/>.

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, issue administrative penalties and/or seek additional remedies as provided within Section 8.300.100 of the Fair Chance Ordinance for Employers, and/or terminate the Contract.

8.56 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.

8.57 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.

8.58 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.

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor may access medical or health information only to the extent necessary to perform the services required by Exhibit A (Statement of Work), only as authorized by the County, and only in compliance with applicable confidentiality and privacy requirements and Exhibit G (Information Security and Privacy Requirements). Before the County discloses Protected Health Information subject to HIPAA to Contractor, the County will determine whether Contractor is acting as a Business Associate. If a Business Associate Agreement is required, Contractor must execute the County-approved Business Associate Agreement before receiving or accessing such Protected Health Information.

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:

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

9.3.3 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 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit G (Information Security and Privacy Requirements).

9.6 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, Sections 12580-12599.10, in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. 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)

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.7.2 The Contractor will 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 LSBE.

9.7.3 The Contractor will 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 LSBE.

9.7.4 If the Contractor has obtained certification as a LSBE 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, will:

- 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;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

- 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 business 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 State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.8 Social Enterprise (SE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

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

- 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;
- 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
- 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

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

9.9.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.9.4 If Contractor has obtained certification as a DVBE 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:

- 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business 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 State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Intentionally Omitted

9.14 Intentionally Omitted

9.15 Intentionally Omitted

9.16 Intentionally Omitted

9.17 Intentionally Omitted

9.18 Intentionally Omitted

9.19 Child Abuse Prevention Reporting

9.19.1 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.

9.19.2 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:

9.19.2.1 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.

9.19.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report 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.

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

9.20 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, reporting and evaluation requirements, will be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

9.21 Contract Accounting and Financial Reporting

9.21.1 Contractor must establish and maintain an accounting system including internal controls and financial reporting, and must complete annual audited financial statements for each of the Contractor's Fiscal years, and must submit a complete copy of those audited financial statements (including any Management Letters and Corrective Action Plan based on any finding or Auditor recommendations to the County within 30 days of completion. Contractor must meet the minimum requirements for Contract Accounting as described in Exhibit H, Auditor-Controller Contract Accounting and Administration Handbook.

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

9.22 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.

9.23 Employee Benefits and Taxes

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

9.23.2 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.

9.24 Fixed Assets

Title to all fixed assets purchased with County funds designated by the County for that purpose under this Contract will remain with County. A "Fixed Asset" is defined hereunder as any 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 the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

9.25 Former Foster Youth Consideration

- 9.25.1** 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, Sections 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, 6th Floor,
Los Angeles, CA 90007
Email: youthds@dcfs.lacounty.gov**

- 9.25.2** The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 9.25.3** Contractor is exempt from the provisions of this Section if it is a governmental entity.

9.26 Shred Document

- 9.26.1** Contractor must ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract will 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.
- 9.26.2** Documents for record and retention purposes in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement), of this Contract are to be maintained for a period of five (5) years.

9.27 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).

9.28 Use of Funds

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

10.0 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 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation

Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.4	Data Destruction
Paragraph 9.5	Information Security and Privacy Requirements
Paragraph 10.0	Survival

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CAREGIVER AND YOUTH SUPPORT SERVICES
CONTRACT NUMBER # 26-0065**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor in this Contract. This Contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, will constitute and duplicate original but all counterparts together will constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
Lisa E. Mandel, Interim Director
Department of Children and Family Services

By: _____
Name: _____
Title: _____

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

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICE SHEET (NOT ATTACHED TO SAMPLE CONTRACT)
- C LINE-ITEM BUDGET AND BUDGET NARRATIVE (NOT ATTACHED TO SAMPLE CONTRACT)
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

- G INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- H AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
- I USER COMPLAINT REPORT
- J CONFIDENTIALITY OF CRIMINAL OFFENDER RECORD INFORMATION (CORI)

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
(DCFS)



STATEMENT OF WORK (SOW)
CAREGIVER AND YOUTH SUPPORT SERVICES
(CYSS)

June 2028

Table of Contents

1.0	PREAMBLE	4
2.0	OVERVIEW & BACKGROUND	4
3.0	DEFINITIONS.....	5
4.0	SERVICE GOALS	9
5.0	DCFS' PRIORITIES FOR CHILDREN	9
6.0	RESPONSIBILITIES	13
7.0	STAFF QUALIFICATIONS.....	15
8.0	STAFFING REQUIREMENTS.....	16
9.0	BACKGROUND CHECK REQUIREMENTS.....	17
10.0	TRAINING REQUIREMENTS	17
11.0	GENERAL REQUIREMENTS	19
12.0	SCOPE OF WORK.....	19
13.0	SERVICE REQUIREMENTS	34
14.0	TARGET DEMOGRAPHICS	38
15.0	SERVICE DELIVERY SITES.....	39
16.0	REPORTS AND RECORD KEEPING.....	40
17.0	GREEN INITIATIVES	41
18.0	QUALITY CONTROL	41
19.0	PERFORMANCE REQUIREMENT SUMMARY.....	43

STATEMENT OF WORK ATTACHMENTS:

- Attachment A:** Performance Requirements Summary (PRS)/Performance Outcome Measures
- Attachment B:** Placement Support Division Contact Numbers
- Attachment C:** Contract Discrepancy Report (CDR)
- Attachment D:** Corrective Action Plan (CAP)
- Attachment E:** Medical Examination Form (DCFS 561)
- Attachment F:** Psychotropic Medication Authorization (PMA/JV220)
- Attachment G:** Service Planning Area Map
- Attachment H:** Personal Rights Form
- Attachment I:** Foster Youth Bill Of Rights
- Attachment J:** Education Code 48853.5
- Attachment K:** California Penal Code Section 11164
- Attachment L:** Health & Safety Code Section 1522
- Attachment M:** FURS Consent Form
- Attachment N:** Sample Monthly Report - FURS
- Attachment O:** Sample Monthly Report - PST
- Attachment P:** Sample Monthly Report - IPH
- Attachment Q:** Sample Monthly Report - TSH
- Attachment R:** RFA Written Directives
- Attachment S:** Welfare And Institutions Code 17736
- Attachment T:** Missing Person Report
- Attachment U:** Virtual Support Meeting Log

1.0 PREAMBLE

The County of Los Angeles (County) seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve lives of Department of Children and Family Services (DCFS) children, Probation Department (Probation) youth, Non-Minor Dependents (NMDs), and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan, Mission, Values, Goals and Performance Outcomes.

The County'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. This philosophy of service excellence is anchored in the County's shared values of 1) Integrity; 2) Inclusivity; 3) Compassion; 4) Customer Orientation and 5) Equity.

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

Improving the safety and well-being of children, youth, NMDs, and the preservation of families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

2.0 OVERVIEW & BACKGROUND

Caregiver and Youth Support Services (CYSS) utilizes a hybrid service delivery model that combines a contracted service provider and internal DCFS staff resources to meet the unique needs of caregivers and youth of the program. Under this approach, specialized support services for caregivers are delivered through a contracted service provider, while youth receive primary support from dedicated Children Services Workers (CSWs). This coordinated and collaborative model leverages the strengths of both external and internal resources to enhance service quality, promote continuity of care, caregiver retention, and improve youth outcomes.

The CYSS contract services four distinct programs within DCFS: Placement Stability Team (PST), Family Urgent Response System (FURS), Intensive Placement Home (IPH), and TSH programs. While services are coordinated across all four programs, the TSH program receives enhanced support due to its higher service volume and critical role in providing safe, immediate, and therapeutic housing services for vulnerable youth.

The service continuum includes weekly support group sessions, continuing education opportunities, on-call emergency support, case management, and ongoing support for both caregivers and youth. Additionally, the TSH Program assists caregivers and youth in establishing and maintaining a safe physical environment while addressing immediate tangible needs that may affect placement stability, youth well-being, and successful program outcomes. Furthermore, the TSH program aims at eliminating the need for congregate shelter care by providing temporary placement in specialized family homes. These homes are equipped to meet the immediate emotional, physical, and mental health needs of youth while offering a therapeutic, supportive, and nurturing environment. Service goals for the PST, FURS and IPH are to increase caregiver retention, provide ongoing family support, improve youth wellbeing, and increase placement stability.

3.0 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:

- 3.1 **Assistant Regional Administrator (ARA)** – The County’s manager, who reports to the Regional Administrator, in the specific geographic area(s) where Contract services are performed. The ARA is the direct report to the Supervising Children’s Social Workers within a given DCFS office.
- 3.2 **Child and Family Team (CFT)** – A group of individuals who are important supporters of a child’s best interests and/or decision-making in a child’s life. This can include, but is not limited to the child’s family, informal sources of support, DCFS staff and Contractor’s staff.
- 3.3 **Children Awaiting Placement Log (CAP Log)** – DCFS internal electronic system to log children and youth entering and exiting the TSH Program.
- 3.4 **Children’s Social Worker (CSW)** – An employee of Department of Children and Family Services (DCFS) that performs a wide range of professional casework services for children and families receiving services from DCFS.
- 3.5 **Community Based Organization (CBO)** – A public or private non-profit organization that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs, and whose services are consistent with the vision, values and goals of the County.
- 3.6 **Contract Discrepancy Report (CDR)** – A report prepared by the County Program Manager to inform Contractor of non-compliance. (Attachment C).

- 3.7 Contractor Program Director (CPD)** – The Contractor’s designated staff person who must be responsible for daily management of Contract operations and overseeing the work to be performed by Contractor as defined in this SOW.
- 3.8 Corrective Action Plan (CAP)** – A written commitment by Contractor to remedy its performance deficiencies under the Contract (Attachment D).
- 3.9 County Program Manager (CPM)** – The County’s designated staff person who will be responsible for administering this Contract and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.10 DCFS** – The Department of Children and Families Services, the child protection agency for the County of Los Angeles.
- 3.11 DCFS Temporary Support Home (TSH) Liaison** – DCFS staff (Children’s Social Workers, and Supervising Children’s Social Workers (SCSW) assigned to the TSHs to provide immediate support and engagement to TSH youth.
- 3.12 Designee** – Staff who acts on behalf of Contractor Program Director (CPD) or County Program Manager (CPM), in their absence.
- 3.13 Gender Identity** – An individual’s internal sense of being male, female, some of both, or neither
- 3.14 Get To Know (G2K) Calls** – Pre-placement calls between a potential caregiver and a DCFS youth for the purpose of determining compatibility and facilitating the placement transition process.
- 3.15 Integrated Core Practice Model (ICPM)**, a collaborative, team-based approach that brings together youth, families, caregivers, service providers, and community supports to develop and implement coordinated plans that promote safety, permanency, well-being, and successful outcomes focusing on family strengthening, child safety, and reducing racial disparities.
- 3.16 Medical Examination Form DCFS 561** – Form completed by a Health Care Provider to assess and determine a youth medical need. (Attachment E)
- 3.17 Non-Minor Dependent (NMD)** – Any individual aged eighteen (18) to twenty-one (21) years who is participating in extended formal foster care services.

- 3.18 Pods** – The grouping of TSH Homes in a given geographical area for the purpose of optimal service coordination and response time by the DCFS TSH Liaisons and Contractor.
- 3.19 Psychiatric Mobile Response Team (PMRT)** – Department of Mental Health (DMH) licensed clinical staff assigned to a specific Service Area in Los Angeles County. Teams have legal authority per WIC 5150 or 5585 (for minor) to initiate applications for evaluation of involuntary detention for 72-hour psychiatric hospitalization of individuals determined to be at risk of harming themselves or others or who are unable to provide food, clothing, or shelter as a result of a mental disorder.
- 3.20 Psychotropic Medication Authorization (PMA/JV220)** - Court approval form required for administration of Psychotropic Medication to DCFS dependent minors. (Attachment F)
- 3.21 Regional Administrator (RA)** – The County’s manager in the specific geographic area(s) where Contract services are performed.
- 3.22 Resource Family** – An individual or family that a County determines to have successfully met the application and placement criteria necessary for providing care for a child, youth or non-minor dependent who is under the jurisdiction of the juvenile court, or otherwise in the care of a county child welfare agency or probation department.
- 3.23 Resource Family Approval (RFA)** – A unified, family-friendly, and child centered process that replaces multiple prior systems for licensing foster family homes and approving relatives or nonrelative extended family members to care for children. The RFA program streamlines approval for families seeking to provide foster care, legal guardianship, or adoption, ensuring one (1) comprehensive standard for all types of resource families. Approval means a resource family successfully meets the Home Environment Assessment and Permanency Assessment standards adopted pursuant to Welfare and Institutions Code Section 16519.5.
- 3.24 Resource Family Approval (RFA) Assessment** – The standardized process used to assess an applicant(s)’ appropriateness to care for a court dependent child, which may include adoption as required by State 5 adoption regulations. An adoption home study or family assessment must be conducted under the auspices of a State licensed agency. The RFA assessment must be conducted by a person with a master’s degree in social work (MSW). The RFA assessment includes a social investigation, study, and preparation of a family who wishes to foster or adopt a child. Additionally, the RFA assessment includes visiting the applicant(s)’s home, interviewing family members, criminal and child abuse background checks,

verifying employment and income, assessing the applicant(s)'s family, mental, emotional, medical, and marital histories.

- 3.25 Resource Parent** – An individual who is approved as a Resource Family.
- 3.26 RFA Program Staff** – Child welfare agency or probation department staff whose roles and responsibilities include performing components of the Resource Family Approval program as specified in the Written Directives.
- 3.27 Senate Bill (SB) 731** - Placement of youth will be determined with input from the youth as it relates to the youth's preferred gender identity.
- 3.28 Service Planning Areas (SPAs)** – The eight (8) geographic areas of Los Angeles County used for social services planning and delivery. (Attachment G)
- 3.29 Supervising Children's Social Worker (SCSW)** – A County employee who supervises a staff of Children's Social Workers providing casework services to children.
- 3.30 Temporary Support Home (TSH)** – Department of Children and Family Services approved Resource Family Approved (RFA) Home that have been carefully selected and vetted by CPM or designee. Through a collaborative effort, these selected RFA Homes have voluntarily agreed to participate in TSH program and in compliance with specific program guidelines detailed in Section 12.4.3 of this SOW. Formally known as Therapeutic Shelter Homes.
- 3.31 TSH Program/Services** – Time limited temporary care for children who are awaiting placement for a period not to exceed 10 days (240 hours) in a licensed and approved Resource Family Home.
- 3.32 Youth** – Any infant, child, teen, teen mother and her infant, or sibling group, ages 0-17 years old, placed by the County and receiving services from Contractor pursuant to this SOW.

4.0 SERVICE GOALS

Contractor must provide recruitment, preparation, and ongoing support of TSH caregivers, in addition to providing services for the IPH, FURS, and PST program caregivers and youth designed to improve overall outcomes for DCFS youth.

- 4.1** There are unique objectives to be considered when a youth is placed in a TSH. One of the primary objectives is to ensure that the time spent at the TSH is as brief as possible. All services and support should be guided by the prompt and safe transition into a permanent placement.

- 4.2 The Contractor must provide a treatment-oriented approach to services where emphasis is placed on providing youth with a supportive, therapeutic, and nurturing environment in which the trauma experienced from having been abused, neglected, or abandoned and removed from their homes is immediately addressed by intentionally providing a setting to support their emotional, behavioral, and/or physical healing and development through safety, consistency and positive interventions with the ultimate goal of permanency.
- 4.3 Contractor must align with racial equity principles, upholding that youth are treated with dignity, free from discrimination or bias, and that no further trauma results from inequitable practices. With direct service, diagnostic assessment, crisis intervention capability, and working in a multi-disciplinary team approach all efforts are made to minimize the mental and emotional trauma caused by their sudden separation from their parents or guardians and the circumstances which led to their removal or detention and prioritize healing and resiliency.
- 4.4 Contractor must tailor services to promote caregiver retention while ensuring the delivery of high-quality, supportive care to youth under the supervision of DCFS.

5.0 DCFS' PRIORITIES FOR CHILDREN

DCFS prioritizes three (3) core outcomes for children: **Safety, Well-Being, and Permanency**. These goals are managed through an Integrated Core Practice Model (ICPM), focusing on family strengthening, child safety, and reducing racial disparities.

DCFS has set the following performance outcome goals for children being services under the CYSS Contract:

- 5.1 **Safety** is defined as freedom from abuse and neglect as defined in the California Penal Code, Section 11164 (Attachment K). Contractors' services must prioritize the safety of the youth serviced under this contract.
 - 5.1.1 Contractor must be ready and available to provide or assume responsibility for transportation of TSH youth in the event that the caregiver participating in the TSH program is not available. Transportation needs may include urgent medical and/or psychiatric appointments, and transfer of youth to alternative TSH placement.
 - 5.1.2 The Contractor must: (1) provide safe, insured vehicles(s) in compliance with the Contract, to provide adequate transportation

for TSH youth; and (2) abide by all applicable federal and State laws and regulations in transporting TSH youth.

5.1.3 The Contractor must monitor and maintain records to verify that staff who transport the TSH youth: (1) have and maintain a valid driver's license with the Department of Motor Vehicles; and (2) insure their vehicle(s), if used to transport the TSH youth, is in compliance with the insurance coverage requirements set forth in the Contract Terms and Conditions or Contractor's insurance must cover these vehicle(s).

5.1.4 TSH youth may not leave the TSH unaccompanied for any purposes, unless ordered by the court or authorized by their case-carrying County CSW or if it has been pre-approved by the CPM and the CPD or designee(s) agree. Contractor's staff must know the whereabouts of TSH youth who are off grounds and be able to identify who is responsible for supervision at all times.

5.1.5 Contractor must develop and maintain a detailed sign-in/sign-out log for TSH youth who leave the TSH for any reason. This log must include the name of the youth, his/her destination, the time he/she left the TSH, the anticipated time of return, and the name and telephone number of the person who is responsible for supervising the youth while he/she is away from the TSH.

5.1.6 Contractor must maintain a daily log of all visitors that includes the following information: (1) the County Worker; (2) the person they are visiting; and (3) the arrival and departure times.

5.1.7 Contractor must meet all the background check requirements as indicated in section 9.0 of this SOW.

5.2 Well-Being: It is the County's goal to ensure placed youth improve in their level of functioning in the areas of medical, educational, socio-emotional psychological, and psychiatric well-being of youth receiving services.

5.2.1 Assessment:

(a) Contractor must obtain from the DCFS TSH Liaison any physical and mental health screening information received from the Medical Hub Clinic concerning the TSH youth if DCFS 561 form is available.

- (b) Contractor must request information from the DCFS TSH Liaison in conformity with DCFS policy and confidentiality laws regarding the referred youth's needs.
- (c) Contractor must obtain from the DCFS TSH Liaison any available information concerning known or suspected dangerous behaviors exhibited by the TSH youth.
- (d) Contractor must discuss and document the affirming supports and services the referred youth's individual needs, including use of accurate pronouns, name, gender identity, and other affirming practices.

5.2.2 Orientation of New TSH Youth:

- (a) Upon entry, or as soon as practical, Contractor must provide each new TSH youth with an age-appropriate orientation. The orientation must include a comprehensive overview of the TSH program, home rules and procedures, including the personal rights information in LIC 613 B, Personal Rights Form (Attachment H), Foster Youth Bill of Rights (Attachment I); WIC Section 16001.9; and Health and Safety Code, Section 1522.
- (b) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or Human Immunodeficiency Virus (HIV) status; and

5.2.3 Education Requirements:

- (a) For youth 16 (sixteen) years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and post-secondary educational programs, and information regarding financial aid for post-secondary education.
- (b) Contractor must advocate compliance with Education Code Section 48853.5(d)(1) (Attachment J), which states, "At the initial detention or placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child must allow the foster child to continue

his or her education in the school of origin for the duration of the academic school year.”

- (c) Contractor must advocate compliance with Section 48853.5(d)(2), (Attachment J), which states, “The liaison, in consultation with and the agreement of the foster child and the person holding the rights to make educational decisions for the foster child may, in accordance with the foster child’s best interests, recommend that the foster child’s right to attend the school of origin be waived and the foster child be enrolled in any public school that pupils living in the attendance area in which the foster child resides are eligible to attend.”
- (d) Contractor may engage the TSH youth in age and developmentally appropriate activities. These may include computer access time, tutoring, visits to the library or museums, reading, arts, crafts, music dramas, and other extracurricular activities.

5.2.4 Personal Belongings:

- (a) Contractor must provide TSH youth hygiene products and emergency clothing as needed during the duration of the TSH stay as detailed in Section 13.5.2 of this SOW.
- (b) Personal care/hygiene items must be provided with consideration given to specific cultural and ethnic needs.
- (c) Upon discharge, Contractor must make all efforts to ensure that the TSH youth’s clothing and personal belongings accompany them to the next placement. If the TSH youth runs away, Contractor must gather the TSH youth’s clothing and personal belongings and alert DCFS TSH Liaison of their location.

5.2.5 Crisis Intervention:

Intervention must be directed toward helping the TSH youth resolve the immediate anxieties and feelings resulting from being separated from family and friends, and from parental mistreatment or neglect, as well as efforts to assist with transitioning into a new living situation. Youth with known mental health needs must be provided with crises intervention services immediately by a mental health clinician. When the youth is a danger to self or others, the PMRT or youth’s assigned mental

health team must be contacted, and they will assess and determine if a hold on the youth in a hospital setting is necessary.

5.3 Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the youth in the home, reunification, adoption, or legal guardianship.

5.3.1 Contractor must deliver services to caregivers and youth across the FURS, PST, and IPH programs with a focus on achieving or maintaining permanency. All efforts to provide support, resource linkage, and education must be directed toward advancing the youth's permanency goal.

5.3.2 Contractor must provide services to caregivers and youth in the TSH program with the objective of reducing their length of stay in the temporary home. Services must include in the moment behavioral and mental health supports to facilitate transition to long-term placements and to advance permanency goals, thereby increasing successful placement outcomes.

6.0 RESPONSIBILITIES

6.1 COUNTY

The County will administer the Contract according to the following guidelines:

6.1.1 The County will designate a County Program Manager (CPM), who will be responsible for administering this Contract and the daily management of this Contract's operations, monitoring activities, compliance with the requirements of the Contract and the delivery of services.

6.1.2 The CPM will have a designee who acts on behalf of the CPM, in their absence. The CPM and designee are identified in County's Administration Form, (Exhibit D) of this Contract.

6.1.3 Overall program coordination between Contractor and County will be by CPM and the Contractor's Contract Program Director (CPD).

6.1.4 The CPM will have full authority to monitor the Contractor's performance in the day-to-day operation of this Contract and provide technical guidance to ensure Contractor meets or exceeds program objectives and requirements.

- 6.1.5** The CPM will provide direction to Contractor in areas relating to DCFS policy, information, and procedural requirements.
- 6.1.6** The CPM is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 6.1.7** The CPM or designee will review and approve monthly invoices and supporting documents.
- 6.1.8** The County will monitor the Contractor, including but not limited to review and audit for compliance with this Contract, SOW, and all applicable laws and regulations.
- 6.1.9** The County will provide Amendments in accordance with the Contract.
- 6.1.10** The County will provide a Program Coordinator (PC), Children's Social Worker (CSW), or higher-level staff member to coordinate and lead the recruitment and participation of TSHs caregivers in the program.
- 6.1.11** The PC will be responsible for coordinating the TSHs' program participation with the DCFS Resource Family Support Division and collaborate with Contractor and TSH caregivers to ensure minimum program standards.
- 6.1.12** The County will provide a team of County CSW's to provide immediate support services to the youth placed in TSHs.

6.2 CONTRACTOR

- 6.2.1** Contractor must designate a Contractor Program Director (CPD) who must be responsible for daily management of Contract operations and overseeing the work to be performed by Contractor as defined in this SOW. The County must have access to CPD 24 hours per day, seven (7) days per week including County holidays.
- 6.2.2** The CPD must have a designee who acts on behalf of the CPD, in their absence. The CPD and designee are identified in the Contractor's Administration Form, (Exhibit E) of this Contract.
- 6.2.3** The CPD must be responsible for the oversight of the entire program, including but not limited to day-to-day operation, financial management, community engagement and ensures

Contractor fulfills the program mission and meets program goals, as related to this Contract.

- 6.2.4** The CPD or designee must attend meetings as scheduled by CPM or designee to review service delivery effectiveness, identify areas of improvement and discuss overall service outcomes.
- 6.2.5** The CPD must not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 6.2.6** Contractor must have the capacity to meet eligibility requirements to implement High Fidelity Wraparound Services as a Department of Mental Health contractor, if determined to be necessary by CPM, to ensure flexibility in meeting the needs of the population served.

7.0 STAFF QUALIFICATIONS

Contractor program staff must include but not be limited following positions and minimum qualifications:

- 7.1** The CPD must have a minimum of five (5) years of experience in a leadership role and a minimum of three (3) years serving complex care high needs youth.
- 7.2** The CPD must have a minimum of a master's degree in social work (MSW) or relevant field such as Psychology, Child Development, Counseling or a related discipline from an accredited school.
- 7.3** Clinical Mental Health staff must possess a master's degree or higher in psychology, mental health, behavioral health, or a related field.
- 7.4** Clinical Mental Health staff must have completion or professional training, including professional licensure (LMFT/LCSW/LPCC/PsyD).
- 7.5** Clinical Mental Health staff must have a minimum of two (2) years' of in-person experience within the last five (5) years providing community-based individualized support and services to families and youth with complex care needs.
- 7.6** In-Home Specialist staff must hold a minimum of a high school diploma and a minimum of 3 years' experience working in a human service-related field. BA/BS Degrees preferred in Psychology, Child Development, Counseling or a related discipline from an accredited school.

- 7.7** Supervisory level staff must have a minimum of bachelor's degree or five years' experience working in a related field (Social Work, Child Development, Psychology etc.). Supervisory staff are responsible for oversight of day-to-day activities, IHS staff performance and service coordination.

8.0 STAFFING REQUIREMENTS

- 8.1** The Contractor must maintain a minimum of three (3) clinical-level mental health providers on staff to respond to crisis intervention calls on a 24-hour-per-day, 7-day-per-week basis.
- 8.2** Clinical Oversight may be provided in the form of face-to-face contact, telephone communication or face-to-face virtual calls.
- 8.3** Contractor must assign a minimum of eight (8) In-Home Specialist (IHS) assigned to the TSHs participating homes. The purpose of the IHS staff is to provide a support system to the caregivers participating in the TSH program on a day-to-day basis.
- 8.4** The In-Home Specialist staff is responsible to meet the youth at time of entry to the TSH. Provide any necessary clothing and hygiene items needed for their stay and collaborate with the DCFS TSH Liaison also present to meet the needs of the youth upon entry and facilitate the intake process for caregiver.
- 8.5** The In-Home Specialist staff must be available to respond to the TSH home within 45 minutes of being informed of a TSH placement.
- 8.6** Contractor must provide supervisory level staff to oversee the In-Home Specialist, and the services provided.

9.0 BACKGROUND CHECK REQUIREMENTS

- 9.1** The Contractor must conduct a background check and criminal record exemptions as applicable for all employees, independent contractors, or volunteer staff.
- 9.2** For the safety and welfare of DCFS youth, the Contractor and any prospective employee(s), independent Contractor(s), volunteer(s) or subcontractor must agree, as permitted by law, to: (1) submit two sets of fingerprints in accordance with Community Care Licensing Division (CCLD) procedures for the Department of Justice and FBI criminal records search for all non-exempt persons specified in California Health and Safety Code Section 1522; (2) submit for these persons the Child Abuse Central Index (CACI) Check; (3) ensure that these persons complete a Criminal Record

Statement (LIC 508); and (4) follow the requirements in California Health and Safety Code, Section 1522 (Attachment L).

- 9.3** Contractor must check Megan's Law Website at <http://meganslaw.ca.gov> prior to the hiring of any prospective employee(s), independent Contractor(s), volunteer(s) or subcontractor(s) who may come into unsupervised contact with the TSH youth in the course of their work, volunteer activity or performance of any subcontract; and must maintain records documenting this.
- 9.4** Contractor must ascertain subsequent arrest and conviction records for all prospective employee(s), independent Contractor(s), volunteer(s) or subcontractor must. Contractor must notify the CPM or designee of DCFS of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of all nonexempt persons specified in California Health and Safety Code Section 1522. Such notice must be given within one (1) working day of the time such information becomes known to the Contractor. (These codes are available at (<http://www.leginfo.ca.gov/>)).
- 9.5** The cost of such criminal clearances and background checks is the responsibility of the Contractor, regardless of whether Contractor's staff/volunteers pass or fail the background and/or criminal clearance investigation.

10.0 TRAINING REQUIREMENTS

- 10.1** Contractor must provide training programs for all new employees and continuing in-service training for all employees.
- 10.2** Contractor must ensure all staff receive initial training within 3 months of hire date and yearly ongoing training(s) to enable them to fulfill their service responsibilities to provide safe and nondiscriminatory care and services. Contractor must ensure that staff are knowledgeable and dedicated to addressing the needs of underserved and marginalized populations and are dedicated to ensuring equitable access, inclusion, diversity and opportunities for all youth and caregivers.
- 10.3** Contractor must ensure a minimum of 20 training hours per year in related subject areas including but not limited to:
 - a) Cardiopulmonary Resuscitation (CPR) & First Aid
 - b) Commercially Sexually Exploited Children (CSEC) Population
 - c) Trauma informed care and attachment
 - d) Crisis Intervention
 - e) Behavior Management
 - f) Drug and Alcohol Abuse

- g) Domestic Violence
- h) Psychotropic Medications
- i) Mental health
- j) Child Development
- k) Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Population
- l) Child Abuse and Neglect, and Mandated Reporting
- m) Racial Equity Training: Implicit & Explicit Bias Training, Cultural Competency Training
- n) The Intersection of Haircare, Self Esteem, and Trauma for Black Foster Youth.

- 10.4** Contractor must maintain records of all trainings attended by staff including training topic, staff attendance, date of completion, training hours and certificates.
- 10.5** Contractor must ensure that all levels of personnel including administrators, program managers & supervisors attend at least four (4) hours of Trauma Informed Care Training.
- 10.6** Contractor must ensure that all staff must be trained and qualified in nonviolent crisis intervention.
- 10.7** Contractor must ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English. In addition to having competency in English, Contractor must ensure there is sufficient number of bi-lingual staff to meet the language needs and cultural competency of the caregivers and youth served. Compliance with this requirement may be met by providing equivalent bilingual resources secured by Contractor.

11.0 GENERAL REQUIREMENTS

- 11.1** Contractor must obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.
- 11.2** Contractor must obtain and maintain copies of professional licenses for applicable staff.
- 11.3** Contractor must ensure that all personnel performing services under this Contract are administered a Mantoux Purified Protein Derivative Test/chest x-ray not more than one (1) year prior to commencing work under this Contract and every three (3) years thereafter for the duration of this Contract. Contractor must maintain copies of Tuberculosis (TB) test results in each employee's personnel folder. Any employee who is skin test positive must be examined by a physician and found to be free of communicable

tuberculosis (i.e., chest x-ray) prior to commencing work under this Contract.

- 11.4** Contractor must ensure their staff are appropriately identified with Contractor's Staff Identification all times during working hours.
- 11.5** Contractor must ensure all professional staff providing services are committed to creating a space of accountability, where equity is the state of mind, biases are checked that effectively respond to differences within the community Contractor proposes to provide services.
- 11.6** Contractor must secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully operate the program in compliance with the requirements of this SOW.
- 11.7** The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.
- 11.8** Contractor must be aware that DCFS is dedicated to addressing the needs of underserved and marginalized populations by ensuring equitable access, inclusion, diversity and opportunities for all children, youth and families. The plan of equitable access provides resources to high risk and vulnerable youth, including youth who are part of an overrepresented race or ethnic group within the Los Angeles County Child Welfare system, and with a focus on Black, Indigenous, and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Aromatic, Two Spirit, and other gender and sexual minority communities (LGBTQIA2S+). The plus symbol acknowledges other identities and expressions (LGBTQIA2S+).
- 11.9** Contractor must not discriminate on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- 11.10** Contractor's staff must not perform services while under the influence of any alcoholic beverage, narcotic or other substance which might impair their physical or mental performance.

12.0 SCOPE OF WORK

The Contractor must render services to caregivers and youth on a 24 hour per day, seven (7) days per week basis. The Contractor must provide caregiver and youth support services to four (4) distinct DCFS programs as follows.

12.1 Family Urgent Response System (FURS)

The FURS program is a coordinated statewide, regional, and county-level system designed to provide collaborative and timely state-level phone-based response and county-level in-home mobile response during situations of instability, to preserve the relationship of the caregiver and the foster youth. Dedicated DCFS CSWs will respond to FURS calls and provide immediate response. Contractor will provide post-crisis response and follow-up services to families referred to Contractor in accordance with the referral process below.

- 12.1.1** Contractor must provide family-strengthening services that include support, education, resource navigation, to meet the unique needs of the family with the goal of placement stability.
- 12.1.2** Contractor is responsible for having the capacity to meet the service needs of a monthly minimum of 10 FURS referred families per month.
- 12.1.3** Any member of the DCFS FURS Team can make a referral to Contractor via email. The referral email should include specific details about the FURS assessment, the family's contact information (including primary phone number and email), and the contact information of youth's social worker. The referring party should include all relevant information that can facilitate providing tailored support services.
- 12.1.4** Contractor must ensure that the FURS Consent to Release Information (Attachments M) is signed by the client and adequately filed before commencing services.
- 12.1.5** Contractor must make initial contact with the caregiver within 12 to 24 hours during regular business hours or 24-48 hours if the referral is received after regular business hours.
- 12.1.6** Contractor must provide individualized support to the caregiver based on the family's unique needs. Services include check-in calls to ensure placement stability and caregiver retention and to assess any additional needs of the youth and family. Check-in must take place at a 30-day, 60 day and 90 intervals after the initial contact.
- 12.1.7** Contractor may close a FURS referred case after 90 days after initial check-in, with family agreement and if initial reason for

referral is stabilized. Family's agreement to close the case must be documented and communicated to FURS CSW and SCSW.

- 12.1.8** Contractor may complete required contacts/check-ins with families virtually, by telephone, or in-person as deemed necessary by DCFS.
- 12.1.9** Contractor must provide follow-up communication in the form of an email to the referring DCFS FURS team member following the initial contact, during ongoing check-ins, and at the time of case closure within 24 hours following interaction.
- 12.1.10** FURS-referred caregivers must have access to the weekly support group sessions and training opportunities as detailed in Section 13.2 of this SOW.
- 12.1.11** FURS referred youth must have access to any youth centered information sessions held as detailed in Section 13.2.3 of this SOW
- 12.1.12** FURS referred caregivers and youth must have access to emergency on-call crisis support line as detailed in Section 13.3 of this SOW
- 12.1.13** Contractor must develop and complete a monthly FURS Service Log (Example-Attachment N) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. FURS Service log must have at a minimum; youth and caregiver name, referral date, referring party, date of release signature, modality of interaction (virtual or in-person) and a short narrative of interaction and check-in timeframe (initial, 30 day, 60 day or 90 day).

12.2 Placement Stability Team (PST):

The PST program is comprised of non-case carrying CSWs who work around the clock in order to stabilize placement and ensure the youth can safely remain in the home. Contractor will provide referred PST youth and caregivers varying levels of support, education and resources tailored to their identified needs. The goal of such services is to promote wellbeing, placement stability and caregiver retention.

- 12.2.1** PST enrolled youth and their caretakers may access the CYSS services by way of referral to Contractor. Assigned PST-CSW must assess and determine if a PST youth and/or

caregiver may benefit from CYSS services for the purpose of placement stability.

- 12.2.2** Contractor is responsible for having the capacity to meet the service needs of a monthly minimum of 10 PST Referred families per month.
- 12.2.3** Referral is initiated by the assigned PST-CSW or PST-SCSW in the form of an email. Email must provide identifying information, such as youth's name, Date of Birth (DOB), Case/Referral Number; Primary CSW's Name and contact information, caregiver's name and contact information. Email is to include any pertinent information to help determine the level of support needed.
- 12.2.4** Contractor must make initial contact with the caregiver within 24-48 hours during regular business hours or 48-72 hours if the referral is received after normal business hours.
- 12.2.5** Contractor must provide guidance and assistance in identifying and accessing resources that best meet the unique needs of the PST youth and caretaker.
- 12.2.6** Contractor may complete required contacts with families virtually, by telephone, or in-person as deemed necessary by DCFS.
- 12.2.7** Contractor may close a PST referred case after the 90 days after initial check-in, with family's agreement and if initial reason for referral is stabilized. Family's agreement to close the case must be documented and communicated to PST CSW and SCSW.
- 12.2.8** Contractor must provide follow-up communication in the form of an email to the referring DCFS PST team member following the initial contact as indicated in section 12.2.4 of this SOW, after 30 days, 60 days, 90 days, and at the time of case closure within 24 hours following interaction.
- 12.2.9** PST-referred caregivers must have access to the weekly support group sessions and training opportunities as detailed in Section 13.2 of this SOW.
- 12.2.10** PST referred youth must have access to any youth centered information sessions held as detailed in Section 13.2.3 of this SOW.

- 12.2.11** PST referred caregivers and youth must have access to emergency on call crisis support line as detailed in Section 13.3 of this SOW.
- 12.2.12** Contractor must develop and complete a monthly PST Service Log (Example, Attachment O) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. PST Service log must have a minimum; youth and caregiver name, referral date, referring party, modality of interaction (virtual or in-person) and a short narrative of services provided.

12.3 Intensive Placement Home (IPH)

The IPH program aims to identify, educate and prepare professional level caregivers, committed to providing a nurturing and supportive long-term placement to the highest level of care youth in DCFS and preventing congregate care placement. Contractor is responsible for working alongside DCFS to recruit, identify, train, and prepare RFA caregivers for the placement of these complex care youth. Post placement, Contractor will continue to provide support services to caregivers and youth as long as needed.

- 12.3.1** The Contractor is responsible for identifying and servicing a monthly minimum of 12 IPHs on an ongoing basis.
- 12.3.2** Contractor is not responsible for conducting the RFA assessment or approval. The Contractor's role is limited to identifying already approved RFA homes or referring families who may be interested in the program to the appropriate DCFS RFA Unit for approval.
- 12.3.3** Selected IPHs are required to comply with the California Department on Social Services (CDSS) RFA Written Directives version 8 dated 11/01/2022 Title regulations (Attachment R), have a valid in good standing CDSS license to house youth ages 0-17 years old, all genders.
- 12.3.4** IPH Program participation is contingent on the identified Resource Home having Out of Home Care-RFA approval.
- 12.3.5** The overall general care of the youth is the responsibility of the IPH Resource Parent following the CDSS RFA Written Directives Version 8 dated 11/2/2022 Title Regulations (Attachment R).
- 12.3.6** Contractor will be responsible to identify and recruit qualified RFA caregivers, provide necessary training, ensure they are fully prepared, and understand the IPH program goals.

- 12.3.7** IPH caregivers must have access to the weekly support group sessions and training opportunities as detailed in Section 13.2 of this SOW.
- 12.3.8** IPH youth must have access to any youth centered information sessions held as detailed in Section 13.2.3 of this SOW.
- 12.3.9** IPH referred caregivers and youth must have access to emergency on call crisis support line as detailed in Section 13.3 of this SOW.
- 12.3.10** Contractor must develop and complete a monthly IPH Service Log (Attachment P) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. IPH Service log must have at a minimum; youth and caregiver name, modality of interaction (virtual or in-person) and a short narrative of services provided.

12.4 Temporary Support Home (TSH)

TSHs are County approved RFA Homes that have been carefully selected and vetted by DCFS. Through a collaborative effort with the Contractor, these selected RFA Homes voluntarily agree to participate in the TSH program and maintain compliance with the CDSS RFA Written Directives version 8 dated 11/01/2022 Title regulations (Attachment R).

The primary purpose of the 10-day TSH Program is to serve youth who are the subject of an application for petition under Section 300 of the WIC Code, where dependent and neglected youth ages one (1) day through 17 years old who have been removed from the custody of their parent(s) or guardian(s) for their protection, pending possible judicial action, or are pending placement if previously adjudicated as dependent youth. The TSH Program is designed to serve these youth by providing them with a safe and therapeutic temporary living home while they await a permanent placement. The TSH Program aims to eliminate the need for group-setting shelter care by placing youth in individual Resource Family Approval (RFA) homes who have volunteered to participate in the TSH program. The TSH program prioritizes healing and resiliency through intensive multidisciplinary support, direct services, diagnostic assessment, 24-hour crisis intervention, and supports sibling groups. TSH aims to facilitate a quicker transition for youth into a permanent home by reducing the waiting time for placement and decreasing mental health and behavioral incidents. The goal is for the temporary placement not to exceed 10 days.

12.4.1 TSH Referrals

- 12.4.1.1** TSH Referral can be submitted by Region/Emergency Response Command Post (ERCP) to CPM or designee 24 hours per day, seven (7) days per week.
- 12.4.1.2** The CPM or designee will review referrals, determine the need for Medical Clearance and designate a TSH based on multiple factors including but not limited to:
- a) bed availability
 - b) age
 - c) gender identity
 - d) maintaining sibling ties
 - e) youth's behavioral, social, medical and mental health needs
 - f) court orders
 - g) educational needs
- 12.4.1.3** For youth who have been Away from Care for more than 48 hours A new referral will be necessary to re-enter a TSH. A youth's bed must remain available for re-entry up to 48 hours unless deemed necessary by CPM.

12.4.2 Medical and Mental Health Considerations

- 12.4.2.1** A TSH youth meeting the following criteria will receive a gender affirming medical and mental health screening at the 24-hour Medical Hub Clinic at the Los Angeles General Medical Center Violence Intervention Program (LAGMC VIP) clinic or the Medical HUB that is closest to the TSH or as designated by the County. County will proceed with TSH admission after determining the medical and mental health needs as detailed below.
- i. Youth(s) currently diagnosed with medical conditions(s) such as diabetes, potential/confirmed pregnancy, allergies requiring epinephrine autoinjector/medication/inhaler, life threatening diseases (HIV), enuresis, flu/cold, youth reports feeling sick or requesting a medical screening.

- ii. Youth sustained an injury, and/or requires forensic exam or Sexual Assault Forensic Medical Exam.
- iii. Youth is experiencing substance/drug withdrawals or side effects.
- iv. Youth is suffering/ exposed to contagious illness/infection such as conjunctivitis, lice and/or scabies. Medical assessment is required to assess severity and obtain prescription for any needed medication.
- v. Youth has not had a medical screening within the last 60 days.
- vi. Youth requires a psychiatric assessment due to danger to self or others' behaviors.
- vii. Other considerations, including by passing a medical clearance, can be made "on a case by-case basis" with CPM approval.

12.4.2.2 TSH youth who go away from care will only require medical clearance upon return if they meet above criteria.

12.4.2.3 When the above criteria are applicable, any medical and/or medical pertinent information should be documented on the Medical Form DCFS 561 (Attachment E) by servicing medical professionals.

12.4.3 TSH Program Requirements

12.4.3.1 Selected TSHs are required to comply with the CDSS RFA Written Directives version 8 dated 11/01/2022 Title regulations (Attachment R), have a valid in good standing CDSS license to house youth ages 0-17 years old, all genders.

12.4.3.2 TSH Program participation is contingent on the identified Resource Home having Out of Home Care-RFA approval.

- 12.4.3.3** The overall general care of the youth is the responsibility of the TSH Resource Parent following the CDSS RFA Written Directives Version 8 dated 11/2/2022 Title Regulations (Attachment R).
- 12.4.3.4** The TSH placement must provide 24-hour care and supervision of youth in a structured home environment. The care and supervision of youth provided by a licensed TSH must be non-medical except as permitted by the Welfare and Institutions Code (WIC)17736 (Attachment S) and considering the home's specific CCLD License.
- 12.4.3.5** The TSH must voluntarily agree to work collaboratively with DCFS and Contractor for the general well-being, safety and prompt transition of DCFS youth into permanent placements. Including participating in Child and Family Team (CFT) meetings and pre-placement efforts.
- 12.4.3.6** The TSH must facilitate approved visits including, but not limited to, visits by Court Appointed Special Advocates, mental health providers and approved family visits per case plan provided by the case carrying CSW.
- 12.4.3.7** TSH must facilitate appointments, such as, but not limited to medical, mental health, court dates. This includes transporting youth to such appointments.
- 12.4.3.8** TSH Resource Parents must facilitate the medical care, behavioral health services and incentive program as indicated.
- 12.4.3.9** The TSHs are subdivided into service pods based on general geographic location and DCFS servicing DCFS SPAs and their respective placement needs.
- 12.4.3.10** The TSH will be assigned to a DCFS- TSH Liaison to provide immediate, direct support services to the youth in the TSH.
- 12.4.3.11** The TSH must house one (1) minor at a time except in the case of a sibling set considering the home's specific CCLD License.

- 12.4.3.12** The TSH must not accept any other DCFS youth for placement while participating in the TSH Program. Placement of youth in TSH will be reserved only for TSH youth as determined by CPM or designee.
- 12.4.3.13** The TSH must have a reserved room for potential TSH youth placement and may not share a bedroom with any other youth except in the case of a sibling group, as appropriate following the CDSS RFA Written Directives version 8 dated 11/01/2022 Title Regulations Section 11 (Attachment R) and as per their CCLD License. Sibling group as defined by WIC Code 361.5 is defined by two (2) or more youth who are related to each other by full, half or step siblings.
- 12.4.3.14** Once determined “Active” TSH must be available for the placement of youth 24 hours per day, seven (7) days per week. Active is defined as ready to accept placement as per TSH guidelines.
- 12.4.3.15** TSH caregiver may not eject or reject the placement of an identified TSH youth.
- 12.4.3.16** The TSH Resource Parent must provide an affirming environment for all youth and may not refuse the placement of any youth.
- 12.4.3.17** TSH Resource Parent must request a temporary “inactive” status in the event of specific situation including but not limited to; vacation, illness, and or personal circumstances. A minimum of one (1) week written or verbal notice is requested whenever practicable. Approval of “inactive” status must be made by DCFS CPM or designee. “Inactive” is defines as not accepting placements as part of the TSH program.
- 12.4.3.18** TSH Resource Parent must inform the DCFS-TSH Liaison and the RFA program staff of any special incident such as but not limited to the following. Report can be by telephone, e-mail, or fax within 24 hours or by the next business day following the event.

a) Away from Care/Return to Care

- b) Aggressive/Assaultive Behavior
- c) Alleged Client Abuse
- d) Injury, Illness or Accident
- e) Substance Abuse
- f) Medication Issues
- g) Inappropriate Sexual Behavior
- h) Medical or Psychiatric Hospitalization
- i) Property Damage
- j) Theft
- k) School Related Issues

12.4.3.19 TSH Resource Parent must comply with all mandated reporting requirements as written in the CDSS RFA Written Directives version 8 dated 11/01/022 Title Regulations Section 11-06 (Attachment R). Which states:

A Resource Family must make a report to the RFA program staff and the placement agency for a child or an NMD when any of the following events occur:

- (1) *Death, serious bodily injury, or risk of death or serious bodily injury, to a child, nonminor dependent.*
- (2) *Any suspected child abuse or neglect, as defined in Penal Code section 11165.6, or any suspected physical, sexual, or emotional abuse of a child or an NMD.*
- (3) *Any injury to or illness of a child or a nonminor dependent that requires emergency medical or mental health treatment or hospitalization.*
- (4) *Any incident that threatens the physical or emotional health or safety of the child or nonminor dependent.*
- (5) *Any unusual absence of a child or, for a nonminor dependent, any prolonged absence that is unplanned or failure of the nonminor dependent to return to the home that lasts more than 72 hours. (A) Report temporary absences if a personal history or the case plan indicate that a child or non-minor dependent*

may be in jeopardy when absent beyond the approved time.

- (6) *Removal of a child or a nonminor dependent from the home under emergency circumstances, which may include: (A) Removal by a law enforcement officer when a child or nonminor dependent is arrested. (B) Removal for emergency medical or mental health care.*
- (7) *Relocation by the authorized representative for a child or nonminor dependent.*
- (8) *Communicable disease outbreak in the home. (A) For purposes of this Section, "communicable disease outbreak" means an epidemic or outbreak of illness or disease as determined by a local, state or federal health authority.*
- (9) *Poisonings, which must also be reported immediately to the local fire authority. (A) If a Resource Family is located in an area that does not have organized fire services, the Resource Family must make a report to the State Fire Marshal within 24 hours after the poisoning occurs.*
- (10) *Fires or explosions that occur in or on the premises of the home.*
- (11) *If a Resource Family becomes licensed to operate a family day care home, as defined in Health and Safety Code section 1596.78.*
- (12) *All changes in the composition of a Resource family household, including, but not limited to, the following: (A) Any additional individuals residing or regularly present in the Resource Family's home, including when a Resource Family becomes a legal guardian or conservator for any child, nonminor dependent, or other person. (B) Any adult moving in or out of the home. (C) Except for a nonminor dependent, anyone who resides or*

is regularly present in the home who reaches their 18th birthday.

(13) A change in marital status.

(14) A significant change in the physical or mental health of a child, nonminor dependent or any other residents in the home, including the Resource Family.

(15) A Resource Parent, or an adult who resides in or is regularly present in the home and has a criminal record clearance or exemption, is arrested or has a subsequent arrest.

12.4.4 TSH Program Termination

A TSH caregiver(s) may be terminated from the TSH program for the following reasons. Program termination is decided on by CPM or designee based on the guidelines below.

12.4.4.1 A TSH may voluntarily terminate their participation with the TSH Program.

12.4.4.2 A TSH's CDSS License is no longer active or in good standing and /or placed on Hold, DO NOT Place status by RFA CSW, Out of Home Care Division and/or CCLD.

12.4.4.3 A TSH does not comply with the TSH guidelines outlined in this SOW Section 12.4.3. Determination of such determination will be made by the CPM or designee.

12.4.4.4 The TSH Resource Parent has made the decision to continue with placement of the youth on a long-term permanent basis and is no longer considered a temporary 10-day TSH.

12.4.5 Contractor's TSH Role

12.4.5.1 Contractor must collaborate with DCFS in providing supportive services to TSH Resource Parents and TSH youth during their temporary stay with the primary goal of caregiver retention and the prompt transition of the youth to a permanent placement.

- 12.4.5.2** Contractor will be responsible to identify and recruiting fully approved RFA caregivers, provide necessary training, and ensure they are fully prepared and understand the TSH program goals and guidelines. Qualified RFA caregivers should already have an approved CCLD License and have successfully completed the RFA approval process.
- 12.4.5.3** Contractor is not responsible for conducting the RFA assessment or approval. The Contractor's role is limited to identifying already approved RFA homes or referring families who may be interested in the program to the appropriate DCFS RFA Unit.
- 12.4.5.3** Contractor is responsible for maintaining and servicing a minimum of 48 TSHs on a daily basis.
- 12.4.5.4** Contractor is responsible for servicing an average of 375 youth TSH entries on a monthly basis.
- 12.4.5.5** Contractor's primary goal is to be of support to the TSH caregivers with the ultimate goal of caregiver retention.
- 12.4.5.6** Contractor must provide the TSH Resource Parent with the option of temporary short-term assistance of primary caretaking duties. At the request of TSH Resource Parent, as deemed necessary and as agreed by both TSH Resource parent and Contractor. Short-term assistance of supervision should not be overnight nor exceed 8 hours daily or 12 hours per week.
- 12.4.5.7** Contractor must assist TSH Resource Parent and collaborate with DCFS with preplacement efforts including G2K calls and offer support to TSH youth.
- 12.4.5.8** Contractor must assist TSH Resource Parent to secure environment and prepare home for shelter placement of children including but not limited to identifying items that may of danger or in need of to ensure safety.

- 12.4.5.9** Contractor must be present and assist in the intake of youth's arrival, at TSH's location as determined by CPM or designee.
- 12.4.5.10** Contractor staff must engage, welcome, review expectations, and explain incentive program to youth when applicable.
- 12.4.5.11** Contractor must provide hygiene products and emergency clothing as needed during the duration of the TSH stay as detailed in Section 13.5.2 of this Contract.
- 12.4.5.12** Contractor must assist TSH Resource Parent in meeting reporting requirements of special incidents as outlined in Section 12.4.3.18 and 12.4.3.19 within 24 hours of incident.
- 12.4.5.13** As soon as Contractor discovers that a youth has run away, Contractor must assist TSH Resource Parents to immediately notify the DCFS TSH Liaison, youth's case carrying CSW/SCSW/Administrator or the Child Protection Hotline (800-540-4000), of the runaway status.
- 12.4.5.14** Contractor must assist TSH Resource Parents to immediately call law enforcement and file a Missing Persons' Report (Attachment T). The phone number of your nearest law enforcement agency must be readily available. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Photographs may be released to law enforcement only in an effort to expedite the location of affected youth. Identifying information for law enforcement must only include a photograph of the youth, description of clothing when last seen, date of birth, last location of the youth, and any distinguishing marks or tattoos. Be sure to get the report number and the name of the person taking the report and follow up by getting a report in writing. Document all of your efforts.
- 12.4.5.15** Contractor must inform law enforcement that photographs and other personal identifying information which includes the youth's social

security number must not be posted in any communities and document the discussion with law enforcement.

- 12.4.5.16** Upon completion of the Missing Person's Report, Contractor must assist TSH Resource Parents to send a copy of the Missing Person's Report and report number to the DCFS TSH Liaison. Be sure to include the time and date the youth was last seen and any significant details leading to the incident.

Important numbers to have on hand:

Child Protection Hotline: 1-800-540-4000

Centralized Placement Program: 1-213-743-9855

Placement Support Staff: (323) 409-4401/4402/4403

Closest law enforcement agency.

Please also refer to DCFS – Placement Support Division Contact Numbers (Attachment B).

- 12.4.5.17** Contractor must develop and complete a monthly TSH Service Log (Example-Attachment Q) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. TSH Service log must have at a minimum; youth and caregiver name, type of interaction, modality of interaction (virtual or in-person) and a short narrative of services provided.

13.0 SERVICE REQUIREMENTS

13.1 Recruitment

Contractor must collaborate with DCFS' Program Coordinator in the recruitment process of TSH and IPH homes.

- 13.1.1** Contractor will be responsible for identifying and maintaining a minimum of 48 qualified TSH participating homes available for immediate program use at all times.

- 13.1.2** Contractor will be responsible for identifying and maintaining a monthly minimum of 12 qualified IPH participating homes available for immediate program use at all times.

13.1.3 Contractor will provide necessary training to TSH and IPH caregivers, including but not limited to education on meeting the need of complex care youth including but not limited to topics such as:

- a) Cardiopulmonary Resuscitation (CPR) & First Aid
- b) Commercially Sexually Exploited Children (CSEC) Population
- c) Trauma informed care and attachment
- d) Crisis Intervention
- e) Behavior Management
- f) Drug and Alcohol Abuse
- g) Domestic Violence
- h) Psychotropic Medications
- i) Mental health
- j) Child Development
- k) Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Population
- l) Child Abuse and Neglect, Mandated Reporting
- m) Racial Equity Training: Implicit & Explicit Bias Training, Cultural Competency Training
- n) The Intersection of Haircare, Self Esteem, and Trauma for Black Foster Youth

13.1.4 Training of TSH and IPH caregivers can be conducted in person or virtually as determined by program need and participant availability. All training must be completed prior to the first IPH or TSH placement.

13.1.5 Contractor will provide ongoing training to caregivers as deemed necessary by CPM or designee.

13.1.6 Contractor will ensure the TSH home fully understands the TSH program goals and guidelines as detailed in Section 12.4.3 of this SOW, including the no eject or reject program standard on Section 12.4.3.16 of this SOW.

13.1.7 Final approval of TSH program participation will be given by CPM or designee.

13.2 Virtual Support Meetings

Contractors must host weekly support meetings to meet the needs of caregivers and youth participating in the FURS, PST, IPH and TSH programs.

- 13.2.1** Contractors must assign a meeting facilitator to host all virtual meetings, ensuring that conversations are redirected when necessary and maintaining a safe and respectful environment for all participants
- 13.2.2** The meeting must be at least 1 hour in duration.
- 13.2.3** Contractor must facilitate weekly support meetings for participating caregivers. In addition, at least one meeting per month must be offered to participating youth ages 12–17.
- 13.2.4** Contractors must establish protocols to inform caregivers about all virtual meetings, topics and changes to the schedule.
- 13.2.5** Contractor must report on details of all support meetings on a monthly basis by the 15th of every month as part of the Monthly Service Report and Invoice. Report should include date of meeting, length of meeting, topic, total number of participants and identify program involvement of participating caregiver/youth (FURS, PST, TSH or IPH) (Example-Attachment U).
- 13.2.6** Virtual meetings involving County clients or County Information must use a platform approved by DCFS and configured to restrict participation to authorized attendees. Contractor must protect meeting links and access credentials from public disclosure, use authentication and meeting-access controls appropriate to the sensitivity of the discussion, and comply with Exhibit G. Recording, transcription, or use of automated or artificial-intelligence meeting assistants is prohibited unless expressly approved in writing by DCFS.

13.3 Emergency On Call Support Services

Contractor must provide a reliable, prompt crisis intervention, on-call crisis support line, which provides timely assistance during urgent situations, offers guidance and emotional support, and helps connect caregivers and youth to appropriate resources to ensure safety and stability.

- 13.3.1** Contractor must provide a functioning contact number with welcoming message, identifying program and providing estimated response time.
- 13.3.2** Emergency on Call Support Services must be available 24 hours per day, 7 days per week.

- 13.3.3** Contractor may have a designated number and staff to answer calls and route them as appropriate.
- 13.3.4** Calls must be assessed and answered based on urgency, potential placement disruption and caregiver retention risk.
- 13.3.5** During both business and non-business hours, designated staff are required to answer all calls or review voicemails on the same business day. Caller's message must be returned within one hour or sooner depending on the nature and urgency of the call. Call urgency should be assessed based on the need for mental health crisis intervention required and/or behavioral health concerns.
- 13.3.6** If a call is determined to be non-urgent in nature, the call and/or voicemail must be returned within 24-48 hours.
- 13.3.7** Business hours are identified as Monday-Friday from 8am-5pm.
- 13.3.8** Federal Holidays are considered non-business hours.
- 13.3.9** Contractor must ensure the availability of a licensed mental health clinician to provide oversight, consultation, and guidance to the in-home specialist responsible for the day to day in-person support.
- 13.3.10** Contractor must ensure to have available a licensed mental health clinician in-person, virtual or telephonically to provide timely behavioral health support, consultation, crisis intervention, and/or assessment of youth, 24hours per day, 7 days per week as necessary.
- 13.3.11** The FURS, PST, TSH and IPH programs must all be eligible to utilize the emergency on-call support services as needed 24 hours per day, 7 days per week.

13.4 Caregiver Supports

- 13.4.1** Contractor is required to provide support services to TSH caregiver with the goal of caregiver retention. Support includes but not limited to resource navigation, training and skill building, access to emergency on-call crisis intervention, guidance on behavioral plans, systems coordination assistance, a safe neutral platform to communicate, and peer support.
- 13.4.2** Contractor must provide the TSH Resource Parent with the option of temporary short-term assistance of primary caretaking duties

as detailed in Section 12.4.5.6 of this SOW. The goal is to provide short term relief and prevent burnout.

- 13.4.3** The Contractor must allocate funds for the repair, replace or restoration of property damage directly caused by a TSH youth while in the TSH placement. Such funds must not be used for routine maintenance, ordinary wear and tear, or damage resulting from normal use of the premises. Use of funds must be approved by CPM or designee prior to disbursement. Verification must be submitted to CPM or designee, which should include receipts and photos verifying completion of request. Repair, replace or restoration must be urgent in nature and toward the goal of creating a safe placement for TSH youth.

13.5 Youth Supports

- 13.5.1** Contractor is required to provide support service to the youth placed in the FURS, PST, IPH and TSH placements. Support includes but not limited to emotional support, immediate on demand crisis intervention, resource navigation, educational stability, life skill building, and safe neutral platform to communicate and peer support.
- 13.5.2** Contractor must provide each youth in a TSH home with adequate, age-appropriate clothing and essential hygiene items to support their daily needs and well-being. Emergency clothing should include underwear, socks, bra, T-shirt, shorts, sweats, sneakers, and/or sandals (youth choice). Essential hygiene items should include toothpaste, toothbrush, hair grooming items comb, shampoo/conditioner, body wash, in consideration of youth's allergies.
- 13.5.3** The Contractor must allocate and maintain funds for TSH youth to implement a structured incentive and reward system designed to reinforce positive behaviors among foster youth. The purpose of this system is to promote behavioral stabilization and support timely transition to a long-term placement. Incentive program progress of youth to be reported on a monthly basis to a DCFS representative.

14.0 TARGET DEMOGRAPHICS

Contractor must provide support services to caregivers and youth who have been placed by DCFS in a TSH, IPH placement or participation in the PST or FURS program and referred by their respective CSW.

- 14.1** Youth ages 0-17 years old (infant, child, teenager, teenage parent with his/her infant(s), and sibling group), who are placed in a TSH, IPH, referred PST or FURS participating family.
- 14.2** Prospective RFA approved caregivers with interest to participate in the TSH or IPH programs.
- 14.3** RFA approved caregivers actively participating in the TSH or IPH Program.
- 14.4** Caregivers to youth practicing in the PST program and as referred to Contractor by PST CSW or designee.
- 14.5** Youth in the TSH, IPH, PST or FURS programs may have multiple unmet needs for stability, continuity, emotional support, nurturing, and performance. Many of these youth have a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct and may fall under the following categories and have specific needs, including but not limited to:
 - a) LGBTQ+ youth (particularly transgender).
 - b) Youth released from Probation placement who are supervised by DCFS (WIC 300).
 - c) Youth with co-occurring substance abuse and mental health conditions.
 - d) Youth with developmental delays and mental health challenges.
 - e) Youth with medical challenges (e.g., diabetes, asthma, and tube feeding);
 - f) Pregnant Teens
 - g) Teen parents with babies/toddlers.
 - h) Dependent youth with complex needs (e.g., medical, developmental, or mental health needs).
 - i) CSEC.
- 14.6** The placement of youth in the TSH, IPH program is the sole discretion of the Department of Children and Family Services' CPM, or designee based on CCLD Licensing Standards, youth needs, caregiver qualifications, caregiver's training/experience, placement limitations and in compliance with the CDSS RFA Written Directives version 8 dated 11/01/022 Title regulations (Attachment R).

15.0 SERVICE DELIVERY SITES

- 15.1** The Contractor's services described here are community based. Services must be provided to caregivers and youth at their home/placement locations, and/or a virtual platform as deemed necessary by the CPM.

- 15.2** Services must be provided by Contractor to participating caregivers and youth in the TSH, IPH, FURS and/or PST programs across Los Angeles County.
- 15.3** Contractor must be available to render services 24 hours per day, seven (7) days per week including County holidays.

16.0 REPORTS AND RECORD KEEPING

- 16.1** Contractor must develop, implement, and maintain a comprehensive tracking method to identify and address disproportionality and disparate outcomes. The method at a minimum should capture, maintain, and report data pertaining to race/ethnicity, language, disability status, SOGIE (sexual orientation, gender identity, and gender expression), parenting status, and the Service Planning Area (SPA). Tracking method must be completed within thirty (30) business days after the contract effective date.
 - 16.1.1** Before collecting, receiving, storing, processing, or reporting County Information in the tracking method, Contractor must provide DCFS with sufficient information to evaluate the method, including the system or platform, hosting model and location, data elements, authorized users and roles, authentication, encryption, logging and monitoring, backup and recovery, retention and destruction, and any subcontractors or third-party service providers. Contractor must not place County Information in the tracking method until DCFS Information Security provides written approval and all applicable Exhibit G requirements are satisfied.
- 16.2** Contractor must develop and complete a monthly FURS Service Log (Example-Attachment N) and submit it by email to CPM or designee by the 15th of every month as part of the Monthly Service Report and Invoice. FURS Service log must have at a minimum; youth and caregiver name, referral date, referring party, date of release signature, modality of interaction (virtual or in-person) and a short narrative of interaction and check-in timeframe (initial, 30day, 60day or 90day)
- 16.3** Contractor must develop and complete a monthly PST Service Log (Example-Attachment O) and submit by email to CPM or designee by the 15th of every month as part of the Monthly Service Report and Invoice. PST Service log must have at a minimum; youth and caregiver name, referral date, referring party, modality of interaction (virtual or in-person) and a short narrative of services provided.
- 16.4** Contractor must develop and complete a monthly IPH Service Log (Attachment P) and submit by email to CPM or designee it by the 15th of every month as part of the Monthly Service Report and Invoice. IPH Service

log must have at a minimum; youth and caregiver name, modality of interaction (virtual or in-person) and a short narrative of services provided.

- 16.5** Contractor must develop and complete a monthly TSH Service Log (Example-Attachment Q) and submit by email to CPM or designee it by the 15th of every month as part of the Monthly Service Report and Invoice. TSH Service log must have at a minimum; youth and caregiver name, modality of interaction (virtual or in-person) and a short narrative of services provided.
- 16.6** Contractor must report by email to CPM or designee by the 15th of every month on details of all support meetings on a monthly basis. Report should include date of meeting, length of meeting, topic, total number of participants and identify program involvement of participating caregiver/youth (FURS, PST, TSH or IPH) (Example- Attachment U).
- 16.7** Contractor must be available for technical reviews as requested by the County Program Manager.
- 16.8** Contractor must utilize involvement of youth, caretakers and community stakeholders in the evaluation and monitoring of the quality and effectiveness of the program on a monthly basis.
- 16.9** Contractor must cooperate with County in the collection of data by DCFS related to the program goals specified herein. The data to be collected should evaluate the link between Contractor's services delivered, caregiver retention and placement stability. The data analysis should include consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.
- 16.10** Secure Transmission of County Information. Any report, service log, attachment, photograph, or other record containing County Information must be transmitted only through a County-approved secure method that complies with Exhibit G (Information Security and Privacy Requirements) of this Contract. Contractor must not transmit Confidential or Restricted County Information through unencrypted email or consumer file-sharing services. Email may be used only when the message and attachments are protected using a County-approved encryption or secure file-transfer method.

17.0 GREEN INITIATIVES

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

- 17.2** Contractor must notify CPM of Contractor's new green initiatives prior to Contract commencement.

18.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Assurance Plan (QAP) to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Contract Project Monitor for review prior to the start of services and upon any changes thereafter. The plan must include, but may not be limited to the following:

- 18.1** Method of monitoring to ensure that Contract requirements are being met.
- 18.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided to the County upon request.
- 18.3** Contractor or designee is required to attend scheduled monthly service meetings. Failure to attend will cause a charge of a hundred dollars (\$100).
- 18.4** Verbal notification of a Contract Discrepancy must be made to the CPM as soon as practicable whenever a Contract Discrepancy is identified. The discrepancy must be resolved within a time period deemed appropriate by CPM.
- 18.5** The CPM must determine whether a formal Contract Discrepancy Report (CDR) must be issued (Attachment C). Upon receipt of this document, Contractor is required to respond in writing to the CPM within 3 business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the CPM within three (3) business days.
- 18.6** Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.
- 18.7** Within twenty (20) business days after the Contract effective date, Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 18.8** The County will review the Contractor's procedures and provide Contractor with approval of said procedures or with requested changes.
- 18.9** If the County requests changes in the Contractor's procedures, Contractor must make such changes and resubmit the procedures within 10 business days for County approval.

- 18.10** If, at any time, Contractor wishes to change the Contractor's procedures, Contractor must submit proposed changes to the County for approval before implementation.
- 18.11** 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.
- 18.12** 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.
- 18.13** Copies of all written responses must be sent via email to the County Program Manager within two (2) business days of mailing of the complainant.

19.0 PERFORMANCE REQUIREMENT SUMMARY / PERFORMANCE OUTCOME MEASURES

A Performance Requirements Summary (PRS)/Performance Outcome Measures chart listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. Contractor must adhere to the Performance Requirements Summary (PRS)/Performance Outcome Measures. CPM or designee will develop and administer a youth survey to assess and measure areas relevant to the established Performance Outcome Measures attached (Attachment A).

Performance Requirement Summary				
SOW Reference	Standard of Service Requirements	Performance Standard	Monitoring Method	Remedies for Non-Compliance
8.1	The Contractor must maintain a minimum of three (3) clinical-level mental health providers on staff to respond to crisis intervention calls on a 24-hour-per-day, 7-day-per-week basis.	100%	Monitoring methods shall include, but not be limited to the following: - Contract Performance monitoring by County Program Manager (CPM) or designee. - Reports by the Children's Social Worker (CSW) of Contractor's non-compliance. - Complaints filed by DCFS youth and/or TSH Resource Parents - DCFS TSH Liaison interaction/observations. - Monitoring of Electronic Child Awaiting Placement Log (CAP Log) - Review of Monthly Service Logs Monthly service meeting between contractor and CPM or designee.	The CPM will make a verbal notification to the CPD as soon as practicable whenever a contract discrepancy is identified. The CPM will determine whether a formal Contract Discrepancy Report (CDR) must be issued If Contractor receives a CDR, upon receipt, the Contractor is required to respond to the CPM in writing with a Corrective Action Plan (CAP) for all deficiencies identified in the CPR within three (3) business days, acknowledging the reported discrepancies or presenting contrary evidence. If standard of service requirements are not met the following action will take place:
8.3	Contractor must assign a minimum of eight (8) In-Home Specialist (IHS) assigned to the TSHs participating homes. The purpose of the IHS staff is to provide a support system to the caregivers participating in the TSH program on a day-to-day basis.	100%		
8.4	The In-Home Specialist staff is responsible to meet the youth at time of entry to the TSH.	100%		
8.5	The In-Home Specialist staff must be available to respond to the TSH home within 45 minutes of being informed of a TSH placement.	100%		
9.1	The Contractor must conduct a background check and criminal record exemptions as applicable for all employees, independent contractors, or volunteer staff.	100%		
10.2	Contractor must ensure all staff receive initial training within 3 months of hire date.	100%		
10.3	Contractor must ensure a minimum of 20 training hours per year in related subject areas.	100%		
12.1.2	Contractor is responsible for having the capacity to meet the service needs of a	100%		

Attachment A

	monthly minimum of 10 FURS referred families per month.			
12.1.4	Contractor must ensure that the FURS Consent to Release Information (Attachments M) is signed by the client and adequately filed before commencing services.	100%		
12.1.13	Contractor must develop and complete a monthly FURS Service Log (Example- Attachment N) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. FURS Service log must have at a minimum; youth and caregiver name, referral date, referring party, date of release signature, modality of interaction (virtual or in-person) and a short narrative of interaction and check-in timeframe (initial, 30day, 60day or 90day).	100%		
12.2.2	Contractor is responsible for having the capacity to meet the service needs of monthly minimum of 10 PST Referred families per month.	100%		
12.2.12	Contractor must develop and complete a monthly PST Service Log (Example, Attachment O) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. PST Service log must have at a minimum; youth and caregiver name, referral date, referring party, modality of interaction (virtual or in-person) and a short narrative of services provided.	100%		
12.3.1	The Contractor is responsible for identifying and servicing a monthly	100%		
			- Monitoring methods shall include, but not be limited to the following: - Contract Performance monitoring by County Program Manager (CPM) or designee. - Reports by the Children's Social Worker (CSW) of Contractor's non-compliance. - Complaints filed by DCFS youth and/or TSH Resource Parents - DCFS TSH Liaison interaction/observations. - Monitoring of Electronic Child Awaiting Placement Log (CAP Log) - Review of Monthly Service Logs - Monthly service meeting between contractor and CPM or designee.	(1) Corrective Action (CAP) will be issued as indicated above. (2) Performance Review Conference will be held (3) Consideration of Contract Termination For each Corrective Action Infraction for non-compliance the County shall impose a single deduction from the Contractor's invoice in the amount of \$100 when the following occurs: 1) Each CAP submitted by Contractor's that does not meet with the County's approval. 2) When more than 3 CAP are issued in a time period of 12 months.

Attachment A

	minimum of 12 IPHs on an ongoing basis.		DCFS issued CYSS-Youth Satisfactory Survey	
12.3.10	Contractor must develop and complete a monthly IPH Service Log (Attachment P) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. IPH Service log must have at a minimum; youth and caregiver name, modality of interaction (virtual or in-person) and a short narrative of services provided.	100%		
12.4.5.3	Contractor is responsible for maintaining and servicing a minimum of 48 TSHs on a daily basis.	100%		
12.4.5.17	Contractor must develop and complete a monthly TSH Service Log (Example-Attachment Q) and submit it by the 15th of every month as part of the Monthly Service Report and Invoice. TSH Service log must have at a minimum; youth and caregiver name, type of interaction, modality of interaction (virtual or in-person) and a short narrative of services provided.	100%		
13.1.4	Training of TSH and IPH caregivers must be completed prior to the first IPH or TSH placement.	100%		
13.2.3	Contractor shall facilitate weekly support meetings for participating caregivers. In addition, at least one meeting per month shall be offered to participating youth ages 12–17.	100%		
13.2.5	Contractor must report on details of all support meetings on a monthly basis by the 15th of every month as part of the Monthly Service Report and Invoice.	100%		

Attachment A

	Report should include date of meeting, length of meeting, topic, total number of participants and identify program involvement of participating caregiver/youth (FURS, PST, TSH or IPH) (Example-Attachment U).			
13.3.2	Emergency on Call Support Services must be available 24 hours per day, 7 days per week.	100%		
13.3.10	Contractor must ensure to have available a licensed mental health clinician in-person, virtual or telephonically to provide timely behavioral health support, consultation, crisis intervention. and/or assessment of youth, 24hours per day, 7 days per week as necessary.	100%		
13.4.2	Contractor must provide the TSH Resource Parent with the option of temporary short-term assistance of primary caretaking duties	100%		
13.5.2	Contractor must provide each youth in a TSH home with adequate, age-appropriate clothing and essential hygiene items to support their daily needs and well-being.	100%		

Performance Outcome Measures

Sow Reference	Outcome indicators	Method of data collection	Performance Targets
4.1	At least 80% of youth served will have a length of stay in the TSH Program of fewer than 10 days.	CAP Log Entry and Exit Data	Youth's time spent at the TSH is as brief as possible.
4.2	At least 50% of youth who engage with the contractor from the FURS, PST, or		Youth will be provided with a supportive setting that promotes emotional,

Attachment A

	IPH programs will achieve or maintain permanency following their initial contact.	CWS/CMS placement and replacement data. Contractor's Monthly Log.	behavioral, and/or physical healing and development, with the goal of achieving permanency. Percentage of youth who maintain the same placement for 3 months.
4.2	At least 70% positive result from youth surveys capturing their experience to ensure their experience is positive and free from discrimination or bias, and that no further trauma results from inequitable practices.	Youth survey.	Youth will be treated with dignity, with equitable, practices and culturally responsive to reduce further trauma.
4.3	Percentage of caregivers who remain active in the TSH program six months after enrollment must be equal to or over 80%	DCFS' Program Coordinator TSH Log.	TSH Caregiver Retention

Placement Support Division
DCFS Administration
Contact Numbers

Elia S. Godinez, Division Chief	(213) 905-2752
Jamie Gonzales, Assistant Regional Administrator	(562) 896-4602
Rhonda M. Terry, Assistant Regional Administrator	(213) 264-1336
Heidi Cruz-Mendez, Children Service Administrator I	(213) 503-0330
Fernando Ordaz, Children Service Administrator I	(323) 807-9344

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.	
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.	
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:	
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.	

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	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Use additional sheets if necessary

Contractor's Representative Signature	Click or tap here to enter text. Date Signed
--	--

Additional Comments: Click or tap here to enter text.

**CORRECTIVE ACTION PLAN
(SAMPLE FORMAT)**

INCIDENT:

**DATE OF
INCIDENT:**

DEFICIENCY:

**CONTRACTOR'S PLAN OF CORRECTIVE ACTION:
(Address each identified deficiency)**

Quality Assurance Improvement Implementation

**DATE OF COMPLETION BY CONTRACTOR:
(For each item)**

Date of approval by County Program Manager:_____

Date of Corrective Action Plan_____

CONTRACTOR Director of Programs

(Signature_____

Date_____

DCFS Division Chief

(Signature_____

Date_____

Child's Name _____ DOB _____

Medical Record # _____

MEDICAL EXAMINATION FORM – INSTRUCTIONS

Please refer to the **MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS** on the last page of this form.

Section A: CHILD INFORMATION (To be completed by CSW/caregiver. Please print legibly.)

- ☐ Infants (0-36 months) or "High Risk" children must be medically examined within three (3) days of initial placement. "High Risk" means one or more of the following conditions exists: a past or present significant medical problem or chronic illness; possible contagious disease; on medication; and/or a social problem (e.g., language barrier) which might conceal an unmet medical need.
- ☐ Child must have medical exam within thirty (30) days of initial placement.
- ☐ Child needs annual/as-needed age-appropriate medical exam by _____.

CHILD's NAME: _____ DOB: _____ CASE #: _____ DATE PLACED: _____

CAREGIVER: _____ Phone _____ FFA _____ Phone _____

CSW: _____ File # _____ Phone _____ Fax _____

Medical data entered into CWS/CMS by (Name): _____ Date _____

Section B: MEDICAL EXAMINATION (To be completed by Health Care Provider)

PHYSICAL EXAMINATION

Appointment Type: ☐ Annual/as needed age-appropriate well-child examination
☐ Other/Follow-up visit. Specify: _____

Date of Physical Examination: _____ Name of Doctor: _____ Specialty: _____

Physical Exam results: Age: (Yrs.): (Mos.): (Wks.): Height: percentile % Weight: percentile %

Body Mass Index (BMI) Score: Body Mass Index %: Blood Pressure: / HC

(May be continued on additional pages in necessary. If so, provider must date and sign second page.)

Diagnosis	Date of Diagnosis	Medication & Treatment (Specify frequency & expected duration)
Food & Drug Allergies	Date of Diagnosis	Medication & Treatment (Specify frequency & expected duration)

Interventions & monitoring required by the resource parent

- ☐ Lead level _____ Hgb/Hct _____ Date _____
- ☐ Child Medically Cleared for Placement
- ☐ No known medical condition

- ☐ Condition and treatment were explained to the caregiver and child/youth (as age appropriate).
- ☐ Medical Care Assessment (continue to Section C for ongoing or chronic medical condition not included in section B)

Follow-up care needed: _____

Immunizations given: _____

(If appropriate, attach Immunization Record)

Signature of Health Care Provider: _____ Date _____

(Doctor, Nurse Practitioner, Physician's Assistant)

Address: _____ Phone: _____

[Medical Office Stamp]

JV-220

Application for Psychotropic Medication

A completed and signed *Physician's Statement—Attachment (form JV-220(A))*, or *Physician's Request to Continue Medication—Attachment (form JV-220(B))* with all its attachments must be attached to this form before it is filed with the court. Read form JV-217-INFO, *Guide to Psychotropic Medication Forms*, for more information about the required forms and the application process.

1 Information about where the child lives:

- a. The child lives ☐ with a relative ☐ in a foster home
☐ with a nonrelative extended family member
☐ in a group home, level _____ ☐ at a juvenile custodial facility
☐ in a short-term residential therapeutic program
☐ other (specify): _____

b. If applicable, the name of the facility where the child lives:

c. Contact information for a responsible adult where the child lives:

- (1) Name:
 (2) Phone:

d. The child has lived at the placement in (a) since (insert date):

2 Information about the child's current location:

- a. ☐ The child remains at the location identified in ①.
 b. ☐ The child is currently staying in:
 (1) ☐ a psychiatric hospital (name):
 (2) ☐ a juvenile hall (name):
 (3) ☐ other (specify):

3 Child's ☐ social worker ☐ probation officer

- a. Name:
 b. Address:
 c. Phone: E-mail: Fax:

4 Number of pages attached:

Date:

Type or print name of person completing this form

Signature

- ☐ Child welfare services staff (sign above, complete items ①–⑬, and sign on page 4)
☐ Probation department staff (sign above, complete items ①–⑬, and sign on page 4)
☐ Medical office staff (sign above)
☐ Caregiver (sign above)
☐ Prescribing physician (sign on page 6 of JV-220(A) or page 4 of JV-220(B))

Clerk stamps date here when form is filed.

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name and date of birth:

Child's Name:

Date of Birth:

Court fills in case number when form is filed.

Case Number:



Child's name: _____

If you are the child's social worker or probation officer, you must fill out items 5–13 of this form. If you do not know the answer to a question, write "I do not know." If you are **not** the child's social worker or probation officer, you do not need to fill out items 5–13 of this form.

- 5 Describe if the child has shared feelings about starting to take medication. If this is a request to renew or modify medication, include what the child reports regarding the benefits and side effects of having taken the medication.

- 6 The child will provide input on the medication being prescribed (*check all that apply*):

- a. ☐ Through the social worker/probation officer. b. ☐ Through his or her attorney.
c. ☐ Through his or her CASA. d. ☐ By filling out form JV-218.
e. ☐ By writing a letter to the judge. f. ☐ By talking to the judge at a hearing.
g. ☐ Other (*specify*): _____

- 7 Describe what the caregiver reports regarding the child being placed on the medication. If this is a request to renew or modify medication, include what the caregiver reports regarding the benefits and side effects of having the child take medication.

- 8 The caregiver will provide input on the medication being prescribed (*check all that apply*):

- a. ☐ Through the social worker/probation officer.
b. ☐ By filling out form JV-219.
c. ☐ By writing a letter to the judge.
d. ☐ By talking to the judge at a hearing.
e. ☐ Other (*specify*): _____

- 9 a. Is the information provided by the physician on form JV-220(A) at questions 10 and 11 or on form JV-220(B) at question 8 accurate, to the best of your knowledge?

☐ Yes ☐ No ☐ I do not know

- b. Do you have additional information about mental health treatment alternatives to the proposed medications that have been used in the last six months? ☐ Yes ☐ No If yes, explain:



Child's name: _____

- 9 c. Do you have additional information to add about other psychotropic medications that have been tried in the last six months? ☐ Yes ☐ No If yes, explain:

- d. List the psychotropic medications that you know were taken by the child in the past and the reason or reasons these were stopped, if the reasons are known to you.

Medication name (generic or brand)	Reason for stopping

- 10 Therapeutic services, other than medication, which the child is enrolled in or is recommended to participate in during the next six months (check all that apply; include frequency for therapy on blank line):

- a. ☐ Group therapy: _____ b. ☐ Individual therapy: _____
c. ☐ Milieu therapy (explain): _____
d. ☐ Therapeutic Behavioral Services (TBS): _____
e. ☐ Therapy for children on the autism spectrum: _____
f. ☐ Art therapy: _____
g. ☐ Cognitive behavioral therapy (CBT): _____
h. ☐ Wraparound services: _____
i. ☐ American Indian/Alaska Native healing and cultural traditions: _____
j. ☐ Speech therapy: _____
k. ☐ In Home Behavioral Services (IHBS): _____
l. ☐ Other modality (explain): _____

- 11 What other services could benefit or enhance the child's well-being (for example, sports, art, extracurricular activities)?

Case Number:	
---------------------	--

Child's name: _____

-
-
-
-
-

- [illegible]

Date: _____

Type or print name of person completing this form

Signature

- ☐ Child welfare services staff (sign above)
- ☐ Probation department staff (sign above)

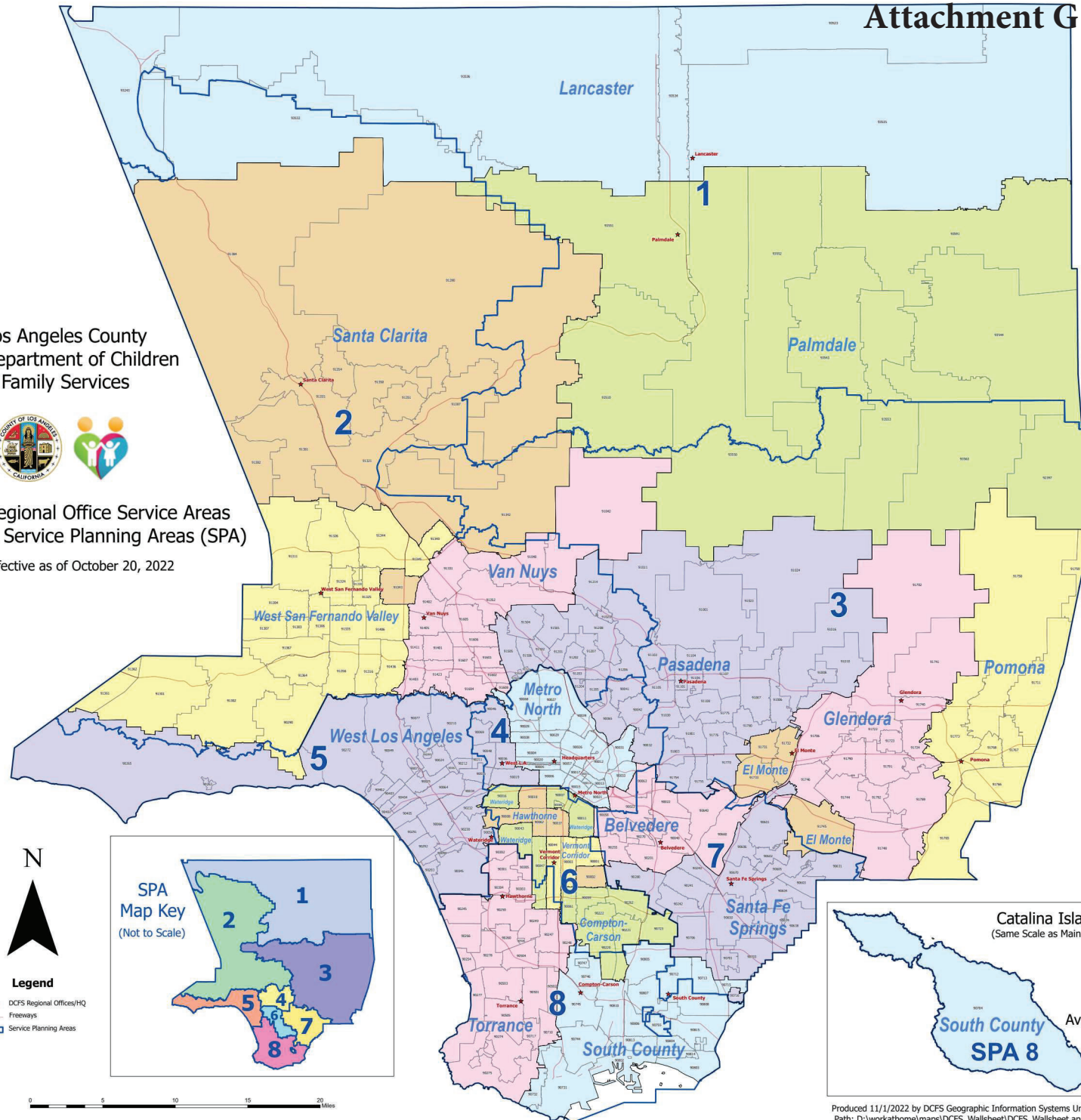
Attachment G

Los Angeles County
Department of Children
& Family Services



Regional Office Service Areas
& Service Planning Areas (SPA)

Effective as of October 20, 2022



Attachment H

Personal Rights: Welfare and Institution Code 16001.9

[https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?
lawCode=WIC§ionNum=16001.9](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC§ionNum=16001.9)

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the “Foster Youth Bill of Rights”. It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-care home care are protected subject to limitations inherent in the foster caregiver’s responsibility to ensure resident safety, safety of others and foster caregiver’s role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

- 1) The right to be treated with respect.
 1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan 84068.2(d)
 2. Facilities shall ensure that privacy rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)
 3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)
 4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
 5. Residents shall have the right to be free to attend religious services and activities of his/her choice to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility shall be on a completely voluntary basis. 80072(a)(5)(A)
 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident’s needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident’s authorized representative(s) 84072 (b)(5)
- 2) The right to adequate living conditions.
 7. The home must meet licensing standards.
 8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.

9. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)
 10. Residents shall have access to individual storage space for their private use. 84072(b)(10)
 11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)
 12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
 13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
 14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.
- 3) The right to adequate voluntary medical, dental and psychiatric care.
15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
 16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
 17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
 18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.
 19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)
- 4) The right to fair treatment in administering rewards and punishments.
20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record. Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b) New resident's should not always/automatically start on the lowest level of the incentives system. Level assignment and privileges shall be consistent with the case plan/case plan update/court order(s). They should not be punished for being new and/or being moved.

21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
 22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(11).
- 5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.
23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)
 24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(c)
 25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)
 26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)
 27. Level systems shall not restrict personal rights a defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers,

Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.

- 6) The right to education and community involvement.
 28. Residents shall have the right to attend public school unless otherwise specified in their case plan.
 29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)
- 7) The right to work and develop job skills.
 30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)
 31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
 32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms to the extent possible and agreed upon.
- 8) The right to social contacts.
 - Reprise 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)
 - Reprise 23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

9) The right to adequate clothing.

33. Residents shall possess their own clothes. 84072(b)(6)

10) The right to a reasonable allowance.

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)

37. Resident's cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

Attachment J

Reference Link to Education Code WIC 48853.5

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC

Attachment K

Reference Link to the California Penal Code

Article 2.5. Child Abuse and Neglect Reporting Act

(11164)

[https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PEN&division=&title=1.&part=4.&chapter=2.&article=2.5.](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PEN&division=&title=1.&part=4.&chapter=2.&article=2.5)

CALIFORNIA HEALTH AND SAFETY CODE 1522

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=HSC§ionNum=1522

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CAREGIVER AND YOUTH SUPPORT SERVICES

Attachment M

EXHIBIT A-7

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY URGENT RESPONSE SYSTEM (FURS)

CONSENT TO RELEASE AND EXCHANGE NECESSARY INFORMATION WITH FOSTERING UNITY

1. Youth Name	2. Date of Birth
3. Parent's/Guardian/Caretaker's Names	4. Contact Number
5. Parent's/Guardian/Caretaker's Names	6. Contact Number
7. Address	
1. _____	_____
2. _____	_____
8. CONSENT STATEMENT I/we understand that as we have requested further support of a peer partner, I/we give permission to the Department of Children and Family Services (DCFS) to release, disclose, and/or exchange necessary information about myself and youth listed above with Fostering Unity, but are not limited to: the Departments of Health Services, Mental Health, Public Social Services and Education; and the school systems. This consent includes both written and oral communication related to social, medical, developmental, psychological, educational, behavioral and other individual and family issues. This signed consent form will remain in effect for the duration of the youth/my/our family's participation in the FURS and Fostering Unity partnership.	
9. Signature of Participant requesting a Peer Partner	10. Date of Signature
_____	_____
_____	_____
11. FURS Children's Social Worker (CSW) Signature	12. Date of Signature
Notes:	

Attachment N

YEAR: MONTH:

[illegible]

Attachment O

YEAR: MONTH:

[illegible]

Attachment P

YEAR: MONTH:

[illegible]

Attachment Q

YEAR:

MONTH:

[illegible]

Attachment R

Reference Link to the Resource Family Approval Written Directives

Version 8

Effective date 11/01/2022

[Resource Family Approval Program](#)

Attachment S

REFERENCE LINK TO:

WELFARE AND INSTITUTIONS CODE - WIC 17736

CHILDREN WITH SPECIAL HEALTH CARE NEEDS

[https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=300
&highlight=true&lawCode=WIC&keyword=17736](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=300&highlight=true&lawCode=WIC&keyword=17736)

**MISSING PERSON REPORT**
Pursuant to Penal Code §13519.07(d)

☐ Adult ☐ Juvenile	Date and Time of Report:		Date and Time of Last Contact:		Report Number:	
Report Type: ☐ Runaway ☐ Voluntary Missing Adult ☐ Parent/Family Abduction ☐ Dependent Adult ☐ Unknown ☐ Stranger Abduction ☐ Suspicious Circumstances ☐ Catastrophe ☐ Lost						
Category: ☐ Ebony Alert ☐ Prior Missing ☐ Sexual Exploitation ☐ Urgent Case ☐ Blue Alert ☐ Silver Alert ☐ Feather Alert ☐ Abducted During a Crime ☐ Amber Alert ☐ At Risk ☐ Endangered Missing Advisory						
Missing Person Information	Name (Last, First, Middle):			Sex: ☐ M ☐ F		Race: ☐ A - Other Asian ☐ K - Korean
	Alias/Moniker/Nickname:			DOB/Age:	Height:	Weight:
	Eye Color:	Facial Hair:	Corrective Lenses: ☐ Glasses ☐ Contacts	Hair Color/Style:		☐ L - Laotian ☐ O - Other
	Scars/Marks/Tattoos:			Cell Phone Number:		☐ C - Chinese ☐ P - Pacific Islander
	Residence Address, City, State, Zip Code:			Residence Phone Number:		☐ D - Cambodian ☐ S - Samoan
	Business Address, City, State, Zip Code:			Business Phone Number:		☐ F - Filipino ☐ U - Hawaiian
	FBI Number:			Local Reference Number:	CII Number:	☐ G - Guamanian ☐ V - Vietnamese
	E-mail Address:			Social Security Number:		☐ H - Hispanic/Latin/Mexican ☐ W - White
	Probation/Parole/Social Worker Name & Phone:			Driver's License/ID Number:		☐ I - American Indian ☐ X - Unknown
	Clothing:			Social Networking Site(s) and Screen Name(s):		☐ J - Japanese ☐ Z - Asian Indian
	Alcohol, Drug, Mental Health, or Medical Condition(s):			Jewelry:		Tribal Affiliation
	Last Known Location/Activity (Description or Address, City, State, Zip Code):			Possible Destination (Description or Address, City, State, Zip Code):		
Vehicle Info.	X-rays Available: Dental: ☐ Y ☐ N Skeletal: ☐ Y ☐ N		Visible Dental Work: ☐ Y ☐ N If yes, describe:		Dentures: ☐ Upper ☐ Full ☐ Lower ☐ Partial Braces: ☐ Upper ☐ Lower	
	Photo Available: ☐ Y ☐ N Age in Photo: ☐ Y ☐ N		Fingerprints: ☐ Y ☐ N Broken Bones / Missing Organs: If Yes, Describe: ☐ Y ☐ N		Dentist Name, Address, Phone Number:	
Boat Info.	Registered Owner: ☐ Missing Person ☐ Suspect Describe: ☐ Unknown ☐ Stolen		Color(s):	Make:	Model:	Body Style: Veh. Year: VIN:
	License Number:	State/Province/Country:	Reg. Year:	Vehicle Type:	Operator: ☐ Missing Person ☐ Suspect ☐ Other Describe:	Damage to Vehicle:
Suspect Info.	Operator: ☐ Missing Person ☐ Suspect ☐ Other Describe:		Registered Owner: ☐ Missing Person ☐ Suspect ☐ Other Describe:		Damage to Boat: Registration Number:	
	Boat Year:	Make:	Model:	Body Style:	Color(s):	Hull Number: State/Province/Country: Reg. Expiration:
Reporting	Name (Last, First, Middle):			Relationship to Missing:		Sex: ☐ M ☐ F ☐ UNK
	Address, City, State, Zip Code:			Phone Number:	E-Mail Address: Height: Weight:	
Reporting	Scars/Marks/Tattoos:			Clothing:		Eye Color: Hair Color:
	Name (Last, First, Middle):			Relationship to Missing:		Sex: ☐ M ☐ F ☐ UNK
Address, City, State, Zip Code:			Phone Number:	E-Mail Address:		
FCN Number:			NIC Number			
			M			



Print Form

Save Form

Clear Form

MISSING PERSON REPORT

Pursuant to Penal Code §13519.07(d)

Missing Person's Name (Last, First, Middle):			DOB/Age:		Report Number:	
Known Associates and Lifestyle:						
Narrative:						
Reporting Officer:		ID/Badge #:	Date:	Investigating Agency Address and Phone Number:		Forward Copy of Report to: (per PC §14211(g)):
Approving Officer:		ID/Badge #:	Date:			Internally Route to:
Release of Information	Authorization to release photo, dental treatment notes, and skeletal x-rays per PC §14212: I am a family member, next-of-kin, or law enforcement official investigating the disappearance of the missing person, and I hereby authorize the release of all dental or skeletal x-rays and treatment notes, photographs, physical description, and circumstances surrounding the disappearance to assist law enforcement agencies in locating the above named missing person. This information may be used by the Department of Justice for inclusion in bulletins and posters, which will be distributed throughout California and on the Internet, including the Attorney General's Website at http://oag.ca.gov/ and the FBI's National Dental Image Repository, to assist law enforcement agencies in locating the missing person. ☐ Yes ☐ No Initial _____					
	Authorization to release information to the National Missing and Unidentified Person System per PC §14209: I am a family member, next-of-kin, or law enforcement official investigating the disappearance of the missing person and I hereby authorize the release of all dental or skeletal x-rays, photographs, physical description, and circumstances surrounding the disappearance to the National Missing and Unidentified Person System (NamUs) at http://namus.gov/ . ☐ Yes ☐ No Initial _____					
	Authorization to refer missing juveniles who are the victims of sexual exploitation/human trafficking to victim advocacy groups and resources: I am the parent or legal guardian of a missing juvenile believed to be the victim of sexual exploitation/human trafficking. I hereby authorize the law enforcement official investigating the disappearance, the power/right to refer the above named missing juvenile to the victim advocacy group(s) and/or resource of their choice. ☐ Yes ☐ No Initial _____					
	Name:		Signature:			Date:
Relationship to Missing Person:		Address:		City:	State:	Zip Code:
					☐	Phone Number:

Per Penal Code §14212, submit photographs, dental/skeletal x-rays, dental treatment notes, and fingerprints for entry into the Missing Persons System at:
Department of Justice Missing & Unidentified Persons Section, P.O. Box 160968, Sacramento, CA 95816-0968, or via email at:
Missing.Persons@doj.ca.gov. For questions, please call the MUPS at (916) 210-3119.



MISSING PERSON REPORT

Pursuant to Penal Code §13519.07(d)

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Penal Code sections 13519.07(d) and 14206. The CJIS Division uses this information to collect physical and medical reports on missing persons in order to assist law enforcement agencies (LEAs) in locating the missing person. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. Providing any personal information is voluntary.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to assist LEAs in locating the missing person, we may need to share the information you give us with the Federal Bureau of Investigation's National Dental Image Repository and the public for inclusion in bulletins and posters to be distributed throughout California, nationally, the Internet, and the Attorney General's Web Site at <http://oag.ca.gov>.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the program manager in the DOJ's Missing Persons Section by phone at (916) 210-3119, by email at missing.persons@doj.ca.gov, or by mail at:

California Department of Justice
Missing Persons Section
P.O. Box 160968
Sacramento, CA 95816

YEAR: MONTH:

Virtual Support Meeting Log									
Date	Virtual Support Meeting	Host	Topic	Program & Number of Participants					Meeting Duration
				FURS	PST	IPH	TSH	Other	
TOTALS									

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: _____
E-mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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 13 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. 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.

11. 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 13 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.

12. 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 13 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.

13. 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

Chief Information Security Officer:
James Thurmond
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660

JThurmond@cio.lacounty.gov

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363
LRussell@ceo.lacounty.gov

Departmental Information Security Officer:

Department of Children and Family Services Information Security Officer:
Allen Ohanian, M.S CyberSec., MBA
Information Security Officer
12440 Imperial Highway, Room 501
Norwalk, CA 90650
Office: (562) 345-6606
Cell: (323) 627-9855
Email address: AOhanian@dcfs.lacounty.gov
DCFSSecurity@dcfs.lacounty.gov

The County may update incident-notification contact names, telephone numbers, email addresses, or functional mailboxes by written notice to Contractor without amendment of the Contract. Contractor must use the most current contact information provided by the County.

- 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.

14. 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.

15. 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.

16. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

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, must 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.

17. 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.

**AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
(REVISED JULY 2025)**

<https://auditor.lacounty.gov/wp-content/uploads/2025/07/A-C-Handbook-Revised-July-2025.pdf>

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



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

- REVISED JULY 2025 -

A. ACCOUNTING AND FINANCIAL RECORDS	1
1.0 Basis of Accounting	1
1.1 Accrual Basis	1
1.2 Cash Basis.....	2
1.3 Prepaid Expenditures.....	2
2.0 Accounting System	2
2.1 General Journal	2
2.2 Cash Receipts Journal.....	3
2.3 Cash Disbursements Journal.....	3
2.4 General Ledger	4
2.5 Chart of Accounts	4
2.6 Payroll Register	4
3.0 Information and Supporting Documentation Requirements	5
3.1 Filing	9
3.2 Referencing	9
3.3 Security Over Documentation	9
3.4 Retention	10
3.5 Protection of Electronically Stored Information	10
4.0 Donations and Other Sources of Revenue	10
5.0 Audits.....	11
6.0 Single Audit Requirements	11
7.0 Unique Entity Identifier and System for Award Management Requirements	11
B. INTERNAL CONTROLS	12
1.0 Internal Controls Overview	12
2.0 Cash and Revenues	12
2.1 Separate Fund or Cost Center.....	12
2.2 Manual Deposits	12
2.3 Separation of Duties Over Deposits and Cash	13
2.4 Bank Reconciliations.....	13
2.5 Bonding.....	13
3.0 Disbursements	13
3.1 Approvals and Separation of Duties Over Disbursements	14

TABLE OF CONTENTS

EXHIBIT H

3.2	Credit Cards.....	14
3.3	Petty Cash	15
3.4	Other Liquid Assets.....	16
4.0	Payroll and Personnel Records	17
4.1	Timecards	18
4.2	Benefit Balances	18
4.3	Incentive Compensation	18
4.4	Limitations on Positions and Salaries	19
4.5	Retroactive Payroll Adjustments and Payments	19
4.6	Separation of Duties Over Payroll and Personnel.....	19
4.7	Security Over Payroll and Personnel Records.....	20
5.0	Procurement.....	20
5.1	Methods of Procurement.....	20
6.0	Capital and Non-Capital Assets.....	21
6.1	Capital Assets	22
6.2	Acquisition	22
6.3	Non-Capital Asset Equipment.....	22
6.4	Asset Identification and Inventory	23
6.5	Security Over Assets	23
6.6	Asset Management.....	23
7.0	Information Technology	24
7.1	Information Technology Controls	24
7.2	Information Technology Security Management.....	25
7.3	Separation of Duties Over Systems	26
8.0	Electronic Signatures	26
9.0	Subcontracts	27
9.1	Subcontractor Monitoring.....	27
C.	COST PRINCIPLES.....	27
1.0	Purpose of Program Funds.....	27
1.1	Limitations and Requirements for Program Expenditures.....	28
1.2	Limitations on Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)	28

1.3	Unallowable Expenditures	29
1.4	Depreciation.....	29
1.5	Rental Costs of Buildings and Equipment.....	30
1.6	Budget Limitation	30
1.7	Expenditures Incurred Outside the Agreement Period.....	30
1.8	Unallowable Activities	30
1.9	Unspent Program Funds.....	30
2.0	Allocable Expenditures	31
2.1	Direct Costs	31
2.2	Indirect Costs.....	32
2.3	Acceptable Indirect Cost Allocation Methods.....	32
2.4	Indirect Cost Limitations.....	34
2.5	Cost Allocation Plan.....	34
3.0	Overpayments	34
D.	GOVERNANCE	35
1.0	Governance Overview	35
1.1	Board of Directors' Requirements.....	35
1.2	Board of Directors' Fiduciary Responsibilities.....	36
1.3	Oversight Mechanisms	36
1.4	Board Meetings.....	37
1.5	Audit Committee	38
E.	REPORTING FRAUD/MISCONDUCT	39
F.	RESOURCES	39
G.	HANDBOOK ADMINISTRATION AND INQUIRIES	40
<u>EXHIBITS</u>		
Bank Reconciliation Example		Exhibit A
Petty Cash Log Example		Exhibit B
Liquid Assets Log Example		Exhibit C
Indirect Cost Allocation Methods Examples		Exhibit D

AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of the Auditor-Controller Contract Accounting and Administration Handbook (Handbook) is to provide organizations (CONTRACTORS) that contract with the County of Los Angeles (COUNTY) with guidance on key accounting, financial reporting, internal control, and contract administration standards, along with best practices and recommended approaches that will help to promote accountability, protect the integrity of assets and financial information, and minimize the risk of fraud.

The accounting, financial reporting, and internal control standards presented in this Handbook are fundamental and derived from applicable federal, State, and COUNTY regulations and guidelines (see [Section F](#)). 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 source(s) (i.e., federal, State, and COUNTY agencies) that may be more restrictive and/or stringent. Instead, this Handbook includes the minimum federal, State, and COUNTY required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system to ensure compliance, as well as guidance on other recommended procedures and controls. 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 and/or board members) 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 COUNTY Agreement.

For additional resources, please see [Section F](#), and for any inquiries, please see [Section G](#).

A. ACCOUNTING AND FINANCIAL RECORDS

1.0 Basis of Accounting

Unless otherwise specified by the applicable funding source(s), CONTRACTORS may elect to use either the accrual or cash basis of accounting during the year for recording financial transactions. CONTRACTOR must ensure their basis of accounting is adequately documented in their accounting policies. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

are recorded in the accounting period incurred (rather than when cash is disbursed).

Recorded accruals (e.g., to estimate expenditures) should be reversed in the subsequent accounting period or when deemed appropriate and/or necessary to ensure revenues and expenditures are not double counted, and are in compliance 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 COUNTY Agreement, and at the end of the COUNTY Agreement.
- 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 COUNTY Agreement year to the extent goods and services are received, or are applicable to that COUNTY Agreement year.

2.0 Accounting System

Each CONTRACTOR must maintain a ***double entry accounting system*** (utilizing debits and credits) and adequate, accurate, and reliable financial records in accordance with GAAP. The financial records must provide a comprehensive audit trail, and typically include, but may not be limited to a General Journal, a Cash Receipts Journal, a General Ledger, a Cash Disbursements Journal, and a Payroll Register or equivalent records as described in this Handbook. Postings to the General Ledger and Journals must be made timely, 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 (or equivalent records) must be maintained to ensure transactions are recorded accurately and timely in the order they occur, and for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal (or their equivalent records). Entries in the General



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Journal (or equivalent record) must be adequately documented and entered in chronological order with sufficient explanatory notations to support the transaction.

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 (or equivalent records) must be maintained for recording and identifying all cash inflows and sources of income (e.g., COUNTY warrants, contributions, interest income), and should, at a minimum, contain the following information:

- Date
- Invoice, Reference and/or Receipt Number (if applicable)
- Amount of Cash or Income Received
- Names of Accounts Debited (e.g., Cash) and Credited (e.g., Income) for the following:
 - COUNTY payments
 - Contributions/Donations
 - Other Income (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees)
- Description to clearly specify the source of cash receipts

2.3 Cash Disbursements Journal

A Cash Disbursements Journal (or equivalent records) must be maintained for recording all cash outflows or disbursements (e.g., rent, utilities, maintenance) to manage and track outgoing funds, and should, at a minimum, contain the following information:

- Date
- Invoice, Reference, and/or Check Number (if applicable)
- Amount of Cash Disbursed
- Names of Accounts Debited or Credited
- Payment Method (e.g., cash, check, electronic transfer)
- Description to clearly specify the nature of the cost and the corresponding cost classification, if not included in the column heading.

Checks should not be written to employees (other than payroll, reimbursements for small incidental out-of-pocket costs, mileage reimbursements, travel reimbursements, and petty cash fund custodian checks).



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

2.4 General Ledger

A General Ledger (or equivalent records) must be maintained with accounts for all assets, liabilities, fund balances/net assets, revenues, and expenditures to ensure the accuracy, consistency, and transparency of all financial transactions in accordance with GAAP. 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 (or equivalent records) must be maintained to organize and classify financial transactions accurately and consistently in accordance with GAAP:

- 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 should 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 can be posted to an account titled "travel," but must not be intermixed with other expenditure accounts.

2.6 Payroll Register

A Payroll Register (or equivalent records) must be maintained to manage payroll activities, detail the necessary payroll information, and ensure payroll transactions and payments are accurate. The Payroll Register (or equivalent records) should contain the following information for each employee:

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:

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

- Accrual Period
- Gross Pay
- Itemized Payroll Deductions
- Net Pay Amount
- Check/Payment Number

CONTRACTOR must 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, 1099), and all applicable tax deposits.
- Internal Revenue Service and State guidelines to properly classify employees and independent contractors.

3.0 Information and Supporting Documentation Requirements

CONTRACTOR must retain the original source document for inspection by COUNTY. All revenues and expenditures charged to the COUNTY must be supported by original vouchers, invoices, receipts, or other documentation to clearly establish the nature and the reasonableness of the expenditure and its relevance to the COUNTY program, and evidence of actual payment (e.g., canceled checks, proof of electronic funds transfer). Internally generated documents (e.g., vouchers, request for check forms, requisitions), and bank and credit card account statements alone do not constitute supporting documentation for revenues and expenditures.

If the CONTRACTOR is unclear as to the appropriate documentation that must be maintained to support an expenditure, CONTRACTOR should consult with the COUNTY **before** the expenditure is charged to the COUNTY. Unsupported or inadequately supported expenditures 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 (e.g., electronic bills and bank statements). To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), COUNTY at its sole discretion may accept photocopies (including scanned images) of supporting documentation in preference to the original documents subject to any limitations imposed by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies), and if the CONTRACTOR maintains adequate internal controls over their information technology systems and data (e.g., electronically stored information, records, or documentation) as required by the standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). Failure to provide original hardcopy documents and/or maintain an adequate system of



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

internal controls over electronic documentation to support expenditures charged to the COUNTY will result in inadequately supported expenditures and will be disallowed upon audit.

For the following categories of expenditures, adequate 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 each employee.
- Records showing actual expenditures for payroll, Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, federal W-4 forms, and any other records to support payroll tax payments.

Personnel Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required education, 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 specific service(s) provided and rate(s) of compensation applied to support total amounts charged.
- 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, itemized invoices, and proof of receipt of good/services for amount 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.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

- 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
- Other documentation to support payments to affiliated organizations or persons did not exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for services rendered or items purchased (see [Section C.1.2](#) for additional guidance)

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.

Travel

- Travel policies (written) of the CONTRACTOR
- Travel expenditure vouchers
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR must at a minimum, retain literature, such as agendas and handouts, or other documentation 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, meals, 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 should obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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 (or equivalent record) must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log (or equivalent record) 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.)
 - 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 should 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
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

3.1 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/Payments – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.2 Referencing

Accounting transactions posted to the CONTRACTOR'S books must be appropriately cross-referenced to supporting documentation. When applicable, 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

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the evidence of actual payment (e.g., corresponding check issued for payment, bank statement). If multiple invoices are paid with one check or transaction, all related invoices should be cross-referenced to the evidence of actual payment.

3.3 Security Over Documentation

Adequate care must be exercised to safeguard the financial records, including accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S financial records must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably constitute a crime and appear to have resulted in the destruction, damage, or alteration of any record subject to the



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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 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 the same period of time the underlying records that were destroyed/damaged were required to be retained (see [Section A.3.4](#)), and must be retained for a longer period in the case of unresolved litigation or audit.

3.4 Retention

All financial records, including accounting records (e.g., journals, ledgers) 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.

3.5 Protection of Electronically Stored Information

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 and used. CONTRACTOR is also responsible for the security of any COUNTY non-public information that is transmitted, exchanged, or shared with other authorized individuals and/or organizations including, but not limited to, third-party vendors/providers, subcontractors, contractors/consultants, or other external parties.

Information security and privacy safeguards (e.g., policies, access restrictions, employee background checks, training programs, cyber liability insurance, encryption) and standards must be developed, implemented, and maintained in accordance with applicable standards described in this Handbook (e.g., see [Sections B.7.0](#) through [B.7.3](#)), the [COUNTY Board of Supervisors \(Board\) Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)).

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 and other financial 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

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

COUNTY program, must be utilized on allowable COUNTY Agreement expenditures. Similarly, income from investments (e.g., interest, dividends), where the source of the amount invested is COUNTY program funds, must be deemed restricted revenue that must be utilized on allowable COUNTY program expenditures, or returned to the COUNTY as specified under the COUNTY 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 COUNTY Agreement 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 must 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 compliance with the COUNTY Agreement at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, justifies such an unannounced visit, inspection, audit or investigation.

6.0 Single Audit Requirements

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) "[Audit Requirements](#)" requires organizations that expend the applicable threshold (e.g., \$750,000 (prior to October 1, 2024), \$1,000,000) or more in federal awards during their fiscal year (including pass-through awards) to have a single audit conducted in accordance with Generally Accepted Government Auditing Standards for that year. Additional details regarding single audit requirements are included in [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, or any extended timeframes granted by the federal Office of Management and Budget (OMB).

7.0 Unique Entity Identifier and System for Award Management Requirements

Title 2 United States Code of Federal Regulations "[Unique Entity Identifier and System for Award Management](#)" requires organizations receiving federal funds to have a "Unique Entity Identifier (UEI)" and register with the System for Award Management (SAM.gov), unless exempted by federal statute. CONTRACTOR



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

must maintain documentation to demonstrate they have a current and active UEI and registration in SAM.gov, if applicable. Additional details regarding UEI requirements are included in the [Electronic Code of Federal Regulations \(eCFR\)](#) and [SAM.gov](#).

B. INTERNAL CONTROLS

1.0 Internal Controls Overview

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 their own policies and procedures, and any other applicable funding source requirements (e.g., [Uniform Guidance](#)).

2.0 Cash and Revenues

Cash or cash equivalents (e.g., checks, money orders, other liquid assets such as prepaid/EBT/gift cards) and revenue must be adequately monitored to ensure they are properly accounted for, safeguarded, and accurately reported.

2.1 Separate Fund or Cost Center

All COUNTY Agreement 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.

2.2 Manual Deposits

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

All COUNTY checks should be restrictively endorsed upon receipt.

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

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

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

Cash and cash equivalents totaling \$500 or more must be deposited within one day of receipt, or as soon as reasonably possible. Collections of less than \$500 may be held and must be 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 should be retained in an organized manner, and must contain sufficient reference information for comparison to the Cash Receipts Journal (or equivalent records) and individual receipts, if applicable. A recommended best practice is to retain a photocopy of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers on the deposit slip.

2.3 Separation of Duties Over Deposits and Cash

Employees' duties must be separated to ensure that one individual does not control all key aspects (e.g., receiving, receipting, depositing, disbursing, reconciling, recording) of a transaction. For example, an employee who does not handle cash or cash equivalents should record all receipts in the CONTRACTOR'S accounting records.

2.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling or check writing/preparation responsibilities. The person reconciling the bank account(s) should receive the bank statement(s) directly from the bank.

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. See [Exhibit A](#) for a suggested bank reconciliation format.

Reconciling items should be reviewed, researched, and resolved immediately. If an item cannot be resolved within the next bank statement period, the CONTRACTOR should monitor the reconciling item to ensure the reconciling item is resolved timely.

2.5 Bonding

All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) must be bonded.

3.0 Disbursements

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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

Checks must NOT be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" or withdrawals of cash must not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

Voided checks must 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 must be canceled regularly, but no less frequent than monthly.

Unclaimed checks must be canceled periodically, but no less frequent than every six months.

All supporting documentation should reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer, credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation and/or without adequate controls over electronic documentation (See [Section A.3.0](#) regarding the use of electronic documentation) will be disallowed upon audit.

A second signature is also recommended on all checks over \$500, unless otherwise specified in the COUNTY Agreement.

3.1 Approvals and Separation of Duties Over Disbursements

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

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

In instances where the payee is also a signor on the check, the disbursement must be reviewed and approved by a higher-level employee or board member who must also sign the check. If the bookkeeper signs checks, a second signature must be required on the checks, regardless of limits specified in the COUNTY Agreement.

3.2 Credit Cards

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

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

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 must 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.*** See [Section A.3.0](#) regarding the use of electronic documentation.

Employee duties must be separated so that the same person cannot approve purchases, reconcile credit card statements, approve reconciliations, or approve payments. Cardholders should not perform any of these duties.

Monthly credit card statements should be reconciled to the source documentation for the expenditure and reviewed by management in a timely manner for appropriateness and accuracy. Any discrepancies must be reviewed, researched, and resolved immediately. The credit card reconciliations should be signed and dated by the reconciler and reviewer.

3.3 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). CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500. Applicable policies and procedures must be established to ensure accountability and restrict the usage of petty cash to the intended purpose of the fund.

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. If external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation should be maintained and approved by a supervisory employee not associated with the transaction. See [Section A.3.0](#) regarding the use of electronic documentation.

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

The petty cash fund should 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 should be cross referenced to the reimbursement check.

A petty cash log (or equivalent record) must be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed monthly 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 (e.g., sign checks).
- Be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount, when necessary.
- 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, each day the petty cash fund is used.

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 should 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.

3.4 Other Liquid Assets

Liquid assets must NOT be used as a substitute for normal purchasing and disbursement practices (e.g., payment by check).

CONTRACTOR must centrally monitor any liquid assets that can easily be converted to personal use (e.g., bus tokens/passes, prepaid/EBT/gift cards, tickets, vouchers). Applicable policies and procedures must be established to ensure accountability and restrict the usage of liquid assets to their intended purposes.

The distribution and usage of liquid assets must be supported by a log and/or external authenticating documents. The documents must clearly identify each item distributed/used, amounts issued, the date of distribution/usage, and the name and signature of the recipient/user. If the liquid assets (e.g., gift cards, prepaid cards)

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

are used to pay for other expenditures, additional documentation must be maintained to support the expenditures as required by [Section A.3.0](#). See [Exhibit C](#) for a suggested liquid assets log format.

Logs and/or other external authenticating documents should be reviewed monthly by a higher-level employee not having responsibilities over the respective liquid asset to ensure liquid assets are being used for their intended purposes.

A custodian should be assigned to monitor liquid assets, and should:

- Not have any other cash handling responsibilities (e.g., sign checks).
- Be responsible for maintaining and distributing the liquid assets and requesting replenishment when necessary.
- Reconcile the log to the liquid assets-on-hand and the documentation supporting the distribution and usage of the liquid assets to-date, each day liquid assets are distributed and used.

Liquid assets must be safely secured at all times (e.g., in a locked safe, file cabinet, or drawer). Access to liquid assets should be limited to the custodian and one other employee in case of absence or emergency.

Surprise counts of each liquid asset should be conducted periodically, but no less than quarterly, to ensure liquid assets are being maintained as required. The counts should be conducted by a higher-level employee not having responsibilities over the liquid asset being counted. Documentation should be maintained to support each count conducted and should be signed and dated by the employee conducting the count.

4.0 Payroll and Personnel Records

Adequate payroll and personnel records must be maintained to support payroll transactions. Payroll and/or personnel records should include, but not be 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., job description, notarized copy or original diploma, academic transcripts, license(s))
- Hiring and termination (if applicable) documents
- Employment history and performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., paid time off, sick time, vacation)
- Health Clearances (if required)



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

In addition, personnel records should also include disclosures of any relationships with other CONTRACTOR employees or associates.

4.1 Timecards

Timecards or time reports must be prepared for each employee each pay period. If an employee works on multiple COUNTY/non-COUNTY programs and/or activities, the total hours charged to each of the programs and/or activities must be based on actual conditions (e.g., total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs, time studies, full-time equivalents).

Time or budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for payroll expenditures and will be disallowed upon audit. Time or budget estimates may be used for interim accounting purposes, unless prohibited by the COUNTY Agreement or applicable funding source(s), provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. Significant changes in work activity must be identified and adjusted in the financial records in a timely manner. The CONTRACTOR'S system of internal controls must include processes to review after-the-fact interim charges made using time or budget estimates, and be adequately documented. All necessary adjustments must be made such that the final amount charged to the COUNTY is accurate, allowable, appropriately allocated, and based on actual conditions.

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 be designed to comply with the internal control standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement), and support the reporting of accurate and reliable financial information.

4.2 Benefit Balances

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

4.3 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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

established policy or agreement with employees. The CONTRACTOR must maintain documentation to support any incentive compensation payments to employees.

Any bonuses, gifts, or other payments provided to employees that are solely intended to improve employee morale will be disallowed upon audit, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s).

4.4 Limitations on Positions and Salaries

The CONTRACTOR should not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies).

Payroll expenditures for employees working on more than one agreement, program, or activity must be equitably allocated in accordance with the applicable sections of [Uniform Guidance](#) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). If an employee serves in the same or dual capacities under more than one agreement or program, time charged to the agreements or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees should 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.

4.5 Retroactive Payroll Adjustments and Payments

The CONTRACTOR must not charge the COUNTY for any retroactive adjustments to an employee's authorized hourly/salary rate or benefits that result in additional compensation to an individual or group of employees without written approval from the COUNTY.

Retroactive payments to employees to correct underpayment errors may be charged to the COUNTY provided that adequate documentation is maintained to support an employee was underpaid in a prior pay period and the retroactive payment is necessary.

4.6 Separation of Duties Over Payroll and Personnel

Payroll checks should be distributed by persons not involved in timekeeping (e.g., preparing/recording, approving, processing, and reporting of payroll transactions), or reconciling bank accounts.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

4.7 Security Over Payroll and Personnel Records

Adequate security must be maintained over payroll and personnel records with access restricted to authorized individuals. Any automated payroll and personnel records which contain confidential information, such as, but not limited to, employee addresses and medical information, must be adequately safeguarded using the information security and privacy standards discussed in Section A.3.6 to prevent unauthorized access and use.

5.0 Procurement

Written policies and procedures must be established to ensure goods and services are procured in a manner providing full and open competition and in accordance with the requirements of [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). The written policies and procedures must also cover conflicts of interest where the CONTRACTOR and/or its directors, officers, or key employees are unable (or appear to be unable) to be impartial in conducting a procurement action.

CONTRACTOR must maintain sufficient records to support the history of procurement. At a minimum, the records should detail the rationale for the procurement method, the selection of the contract type (e.g., cost reimbursement, fixed-price), reasoning/justification for contractor or vendor selection or rejection, and the basis for the contract price/rate.

The procurement of any goods and/or services with an aggregate value that exceeds the lesser of \$5,000 or the amount required by the CONTRACTOR'S policy must be approved by the CONTRACTOR'S board of directors.

Failure to procure goods and services as required and maintain adequate documentation to support expenditures charged to the COUNTY may result in inadequately supported expenditures and may be disallowed upon audit.

5.1 Methods of Procurement

[Uniform Guidance](#) describes the following methods for procuring goods and services:

- Informal Procurement
- Formal Procurement
- Noncompetitive Procurement



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Informal Procurement

When the aggregate value of the goods and/or services being procured is less than \$10,000, the CONTRACTOR must ensure the price is reasonable based on research, experience, purchase history, and/or other relevant information.

Where the aggregate value of the goods and/or services being procured is between \$10,000 and \$249,999, the CONTRACTOR must ensure the price is reasonable by obtaining price or rate quotations from an adequate number of qualified sources. CONTRACTOR should consider obtaining price or rate quotations from at least three qualified sources.

Formal Procurement

When the aggregate value of the goods and/or services being procured is \$250,000 or more, the CONTRACTOR must ensure the price is reasonable by formally and publicly advertising and soliciting sealed bids or competitive proposals from an adequate number of qualified sources.

Sealed bids are generally solicited for firm-fixed price contracts (lump sum or unit price). The contract should be awarded to a responsible bidder whose bid conforms with all material terms and conditions of the invitation for bids and is the lowest price.

Competitive proposals are generally solicited when conditions are not appropriate for the use of sealed bids and can be used for either cost reimbursement or fixed price type contracts. The contract should be awarded to the offeror whose proposal is most advantageous to the CONTRACTOR and should be based on price and other relevant factors.

Noncompetitive Procurement

Noncompetitive procurements should only be used when the aggregate value of the goods or services is less than \$10,000, the goods or services can only be obtained from a single source, there is an immediate need for the goods or services and delays from publicizing a competitive solicitation are not permitted, or a competitive solicitation was conducted and competition was determined to be inadequate.

The CONTRACTOR must obtain written approval from the COUNTY and/or the applicable funding source(s) prior to using a noncompetitive procurement that does not meet one of the conditions described above.

6.0 Capital and Non-Capital Assets

Controls over capital and non-capital assets are necessary to safeguard investments, establish responsibility for the custody of each asset, provide



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

necessary data for financial reporting, and provide required information and documentation for depreciation, insurance, audit, and other purposes.

6.1 Capital Assets

Capital assets are tangible or intangible assets of significant value having a useful life that extends beyond the current year and include land, buildings and improvements, equipment, and intellectual property (including software). All applicable assets with an acquisition cost of \$5,000 or more must be capitalized in accordance with GAAP.

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. Acquisition costs for software include those development costs capitalized in accordance with GAAP.

Capital asset purchases must be approved by the CONTRACTOR'S board of directors or their authorized representative.

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

6.2 Acquisition

CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making a 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 Agreement. If the cost of the capital asset will be charged to multiple COUNTY Agreements, the CONTRACTOR only needs to obtain written authorization from the COUNTY department(s) where the CONTRACTOR anticipates expenditures charged will exceed the lesser of 10% of the acquisition cost of the capital asset or \$5,000, unless more restrictive and/or stringent requirements over acquisitions are required by the COUNTY Agreement and/or the applicable funding source(s).

6.3 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, scanners, other portable assets).



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

6.4 Asset Identification and Inventory

All capital assets and non-capital asset equipment (assets) purchased in full, or in part, with COUNTY Agreement funds are to be used for the benefit of the COUNTY Agreement and should be appropriately tagged.

CONTRACTOR must maintain an accurate, complete, and current listing of assets. The listing should include the item description, serial number, date of purchase, acquisition cost, source(s) of funding, location, and the specific employee(s) the asset is assigned to or controlled by, when applicable. Unassigned assets must also be identified on the listing.

An inventory of all assets must be conducted at least once every two years to ensure that all assets are accounted for, used, maintained in proper working order, and needed. Documentation must be maintained to support the inventory conducted, and any depreciation charges in accordance with [Uniform Guidance](#).

6.5 Security Over Assets

Physical security must be adequately maintained over all assets to prevent the misuse, theft, or destruction of COUNTY property and non-public information. To the extent necessary, physical security controls over assets should include the use of badges/identification cards, locks, security cables, and/or assorted barriers to prevent physical tampering, damage, theft, or unauthorized physical access.

6.6 Asset Management

The CONTRACTOR must assume responsibility and accountability for the maintenance of all assets purchased, leased, or rented with COUNTY Agreement funds, or any other assets containing COUNTY non-public information.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of assets purchased with COUNTY Agreement funds or containing COUNTY non-public information. The documentation should, 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 and must be retained for a longer period in the case of unresolved litigation or audit.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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:

- Any capital assets purchased with COUNTY Agreement funds.
- Any non-capital asset equipment purchased with COUNTY Agreement funds with an acquisition cost or aggregate costs of \$950 or more.
- Any capital or non-capital assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must safely and securely dispose of or return to the COUNTY all capital and non-capital assets in accordance with the Agreement.

7.0 Information Technology

Information technology (IT) controls are necessary to protect the security, integrity, and availability of COUNTY non-public information, Protected Health Information (PHI), IT resources (e.g., systems and networks, accounting management software/applications, electronic time reporting systems), and data (e.g., electronically stored information, records, or documentation).

7.1 Information Technology Controls

It is the CONTRACTOR'S sole obligation to design and implement appropriate and reasonable IT controls to, at a minimum:

- Secure and protect its IT resources and data against internal/external threats and risks.
- Help ensure the accuracy and integrity of CONTRACTOR'S electronic records and data is not compromised.
- Ensure adequate safety mechanisms (e.g., unique log-on identifications, computer access codes, account codes, passwords, multi-factor authentication tokens, transaction approval/authorization controls) are in place to limit user (e.g., employees, subcontractors, contractors/consultants) access privileges to protect COUNTY non-public information, PHI, IT resources, and data related to the COUNTY Agreement from unauthorized or unlawful access, use, disclosure, alteration or destruction.
 - Users must only receive access to non-public information that is necessary to perform their assigned job duties, and must not be given an access authorization level that is higher than needed.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- CONTRACTOR must review, and update, if necessary, user access rights/permissions at least annually, or when a user's job assignment and/or responsibilities change, to ensure access capabilities are consistent with the user's job duties. In addition, guest user access and inactive users, including terminated employees, contractors/consultants, and other unnecessary access should be reviewed and removed or disabled timely.
- Ensure adequate and ongoing IT and cyber security awareness training is provided to applicable CONTRACTOR employees.
- Capture sufficient audit trail information to identify the individual user(s) who performed key components (e.g., entry, approval) of critical or high risk (e.g., disbursement, payroll) transactions.
- Ensure all data/transactions entered into an information system are processed completely and accurately, duplicate transactions are prevented and/or detected timely, inputs and modifications to data are authorized, and all data is protected from improper or unauthorized deletion and alteration. For example, procedures for reviewing and approving source documents for reasonableness and proper authorization prior to entering information should be established, when applicable.
- Ensure any output (e.g., paper printouts, digital information, electronic records) containing non-public information or regulated data and transactions is adequately protected and clear individual accountability is maintained, when applicable.

7.2 Information Technology Security Management

CONTRACTOR must establish and implement IT policies and procedures that align with the applicable IT standards described in this Handbook, [COUNTY Board Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)). A good IT policy should address, at a minimum, such issues as:

- Security management
- Security awareness training
- Security and privacy violations/breaches, incident reporting, and response protocols
- Cyber security (e.g., encryption, malware/ransomware protection, vulnerability testing and monitoring)
- Separation of duties
- User access (including remote access) to system(s) data
- Authorization of transactions
- Exception/error resolution
- Back-up recovery and restart protocols (e.g., disaster recovery and business



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

contingency planning)

- Change controls (e.g., for maintenance, enhancements, or modifications to application systems, networks, and software), if applicable

CONTRACTOR must also ensure their IT policies are periodically reviewed and updated/modified when changes are necessary (e.g., to implement new systems or changes in procedures, adopt new security protocols, address new risks or circumstances).

To the extent CONTRACTOR exchanges or shares information with other authorized external parties (e.g., third-party vendors/providers, subcontractors, contractors/consultants), CONTRACTOR must also establish policies and procedures to ensure the security, reliability, and integrity of such information.

Any applicable security incidents (e.g., loss of COUNTY non-public information, breach of confidentiality, non-permitted use or disclosure of PHI) must be reported in accordance with the standards described in this Handbook, and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

7.3 Separation of Duties Over Systems

CONTRACTOR must ensure sufficient checks and balances exist, and adequate separation of duties are maintained over IT systems to help minimize the risk of fraudulent activity and user error, and ensure transactions (e.g., accounting, payroll, time reporting, disbursements) are properly initiated approved, processed, reported, and reconciled.

Work should be divided among two or more employees so that one employee does not have control over multiple key aspects of an IT system, and the functions performed by one employee may be checked by functions performed by other employees. For example, employees who have access to add or change vendor information (e.g., vendor and contact names, addresses, phone numbers) must not have access to process invoices.

8.0 Electronic Signatures

Electronic signatures (e-Signatures) may be used to represent an individual's acknowledgment, acceptance, or approval of an agreement, transaction, report, record, or form, unless otherwise prohibited by the COUNTY Agreement and/or applicable funding source(s). Various types of e-Signatures exist. The most secure forms of e-Signatures will provide a digital audit trail that confirms when a document was signed, provides assurance that the individual claiming to be the signor is the signor through effective authentication methods (e.g., unique log-on identifications, account codes, passwords), and can safeguard documents from being altered after they have been signed. When determining which type of e-Signature to use, CONTRACTOR should consider the associated risks and level of assurance needed for the signature or document, and any other applicable



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

9.0 Subcontracts

CONTRACTOR must not subcontract services without the prior written consent of the COUNTY. Payments for subcontracted services without the prior written consent of the COUNTY may be disallowed upon audit.

CONTRACTOR must provide the COUNTY with copies of all executed subcontracts and must be responsible for the performance of their subcontractors. CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy, unless original signed subcontracts are required by the COUNTY Agreement or the applicable funding source(s).

9.1 Subcontractor Monitoring

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. For example, the monitoring must include, but not be limited to:

- Performing reviews of the subcontractor's fiscal and program operations (e.g., verifying expenditures charged to the subaward are adequately supported, allowable, and appropriately allocated; verifying internal controls are maintained as required; and verifying subcontracted services are meeting required performance standards).
- 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.

C. COST PRINCIPLES

1.0 Purpose of Program Funds

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 [Uniform Guidance](#), and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) requirements.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

1.1 Limitations and Requirements for Program Expenditures

CONTRACTOR must comply with all limitations and requirements for COUNTY Program expenditures in the Agreement, the applicable sections of [Uniform Guidance](#), and/or any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). If a CONTRACTOR is unsure of the allowability of any particular type of expenditure, the CONTRACTOR should request advance written approval from the COUNTY and/or applicable funding source(s) prior to incurring the expenditure.

1.2 Limitations on Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

For purposes of the COUNTY Agreement, COUNTY must be solely responsible for determining affiliation unless otherwise allowed and approved by federal, State, or COUNTY agencies. Organizations or persons will be considered affiliated when one party is able to control or substantially influence the actions of the other. Affiliation includes, but is not limited to, a relationship between the CONTRACTOR and:

- An organization related through legal organization (i.e., corporation, partnership, parent company, subsidiary organization, association).
- An organization under common control through its common officers, directors, or members.
- A director, trustee, officer, or key employee, or an individual related by blood, marriage, or affinity, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest.

Prior to making payments to affiliated organizations or persons (i.e., related party/less-than-arm's-length 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 services rendered and/or items purchased. A reasonable cost is the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

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.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

1.3 Unallowable Expenditures

[Uniform Guidance](#) addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following are examples of costs that are generally unallowable, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s):

- Bad debts
- Bonuses, gifts, and other expenditures solely intended to improve employee morale
- Contingency provisions
- Contributions and donations
- Entertainment, social activities, and other similar expenditures (unless there is a programmatic purpose)
- Fines and penalties (e.g., Non-sufficient Funds Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest
- Losses on other awards

1.4 Depreciation

Unless otherwise approved by the COUNTY, compensation for the use of buildings, capital improvements, equipment, and software projects may be made through depreciation in accordance with the applicable sections of [Uniform Guidance](#):

- The computation of depreciation 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
 - Any asset acquired solely for the performance of a non-Federal award.
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the type of construction, nature of the asset used, susceptibility to technological obsolescence or technological developments in the particular area, historical data, and the renewal and replacement policies followed for the assets involved, etc.
- [Appendix B to IRS Publication 946](#), "How to Depreciate Property," contains guidelines for establishing an asset's useful life.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

1.5 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.

1.6 Budget Limitation

Expenditures must not exceed the maximum limits in the COUNTY Agreement budget.

1.7 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the COUNTY Agreement or subsequent to the COUNTY Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the COUNTY 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 COUNTY Agreement between CONTRACTOR and COUNTY are not allowable.

1.8 Unallowable Activities

COUNTY program funds, materials, property, or services must not be used for investments where there is a risk of loss or for the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

1.9 Unspent Program Funds

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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

2.0 Allocable Expenditures

For CONTRACTORS that operate programs or provide services in addition to the services required under the COUNTY Agreement, the CONTRACTOR must allocate expenditures to all benefiting programs, activities (including unallowable activities, such as fundraising and investment activities), and funding sources using an equitable basis.

In accordance with the applicable sections of [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 studies, calculation of full-time equivalents, square footage measurements).

Under no circumstances can 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 the COUNTY Agreement, or required by the applicable 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) that 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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- 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 [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) can 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.
- Modified total direct costs, including all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) 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 the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) as required by [Uniform Guidance](#).

2.3 Acceptable Indirect Cost Allocation Methods

[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

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

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. See [Exhibit D](#) for examples of how to allocate indirect costs using these methods.

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 (see [Exhibit D.1](#) for example).

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 (see [Exhibit D.2](#) for example).

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 (see [Exhibit D.3](#) for example).

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 (see [Exhibit D.4](#) for example).

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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) federally approved indirect cost rate may elect to charge indirect costs based on the applicable de minimis rate (e.g., 10% (prior to October 1, 2024), up to 15%) 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 (see [Exhibit D.5](#) for example).

2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program(s) 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 federal, State, or COUNTY agency.

2.5 Cost Allocation Plan

CONTRACTOR must maintain an annual Agency-wide Cost Allocation Plan (Plan), and submit the Plan to the County if required by the COUNTY Agreement, and/or when requested by the COUNTY. The Cost Allocation Plan must be prepared in accordance with the applicable sections of [Uniform Guidance](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, COUNTY instructions) and include the following information:

- CONTRACTOR's general accounting policies:
 - 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).
- Identify the CONTRACTOR'S direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
- Signature of CONTRACTOR management certifying the accuracy of the plan.

3.0 Overpayments

If upon audit, or at any time during the Agreement year, it is determined that cost reports or invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, the COUNTY may determine the total overpayment and require the CONTRACTOR to repay the COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments unless otherwise prohibited by federal and/or State regulations.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

D. GOVERNANCE

1.0 Governance Overview

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

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

1.1 Board of Directors' Requirements

Nonprofit agencies doing business with the COUNTY must have a governing board of at least three (3) directors in accordance with State law (e.g., [Sections 12331](#) and [5227](#) of [California Corporations Code](#)). At no time should more than 49% of the persons serving on the board of directors (board or directors) be "interested persons." An "interested person" includes:

- Any person currently being compensated by the CONTRACTOR for services rendered within the previous 12 months, whether as a full-or part -time employee, independent contractor, or otherwise.
- Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in law, daughter-in-law, mother-in law, or father-in law of any such person (e.g., directors, CONTRACTOR or subcontractor employees).

The majority of the directors should not have a 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. "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.

Directors, officers, and employees of nonprofit corporations with which the COUNTY contracts must not:

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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Additional details regarding governance and directors' requirements are included in State Law (e.g., [California Corporations Code](#), [Section 12586 of California Government Code](#)).

1.2 Board of Directors' Fiduciary Responsibilities

All members of a nonprofit organization's governing board must perform their duties in good faith and in a manner they believe to be in the best interests of the CONTRACTOR and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Although directors may delegate management of CONTRACTOR operations, activities, and affairs, to officers, employees, management companies, or committees, the directors are ultimately responsible for the direction and oversight of the organization. Directors' fiduciary responsibilities include, but are not limited to, the following:

- Monitoring the organization's fiscal and programmatic performance.
- Overseeing the organization's risk management, control processes, usage of funds, and protection of the organization's assets.
- Ensuring the organization's compliance with applicable federal, State, and COUNTY regulations.
- Making, reviewing, and/or approving decisions that are in the best interest of the organization (not in the best interest of any individual or other organization). For example, the board should review and approve all significant transactions (e.g., less-than-arm's length transactions, purchases of capital assets, loans, incentive compensation to the organization's management and employees).
- Recognizing and disclosing conflicts of interest.

1.3 Oversight Mechanisms

An organization's governing board must provide for its governance by:

- Adopting and disclosing the organization's governance standards, including director qualifications, responsibilities, and compensation. The standards may 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.4.4](#), "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one organization job. For example, the Chief Executive Officer (CEO) cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- Adopting and disclosing a code of business conduct and ethics for directors, officers, and employees, and promptly disclosing to the County any waivers (e.g., authorized exemptions, exceptions) of the code affecting organization directors, officers, or employees.
- Reviewing, no less than annually, the CONTRACTOR'S compliance with COUNTY Agreement terms and conditions/provisions (e.g., insurance, internal controls, federal and State reporting, payment requirements for payroll withholding) and report any applicable deviations to the COUNTY .

An organization's governance guidelines and code of ethics must:

- Provide for an annual process to distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the CONTRACTOR'S governing standards.
- Incorporate a mechanism for disclosing and addressing possible conflicts of interest.
- Provide 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.

1.4 Board Meetings

A CONTRACTOR'S board must meet periodically to ensure the directors' fiduciary responsibilities (see [Section D.1.2](#)) are carried out as required. It is recommended a CONTRACTOR'S board meet at least four times a year. Board members may participate in meetings using conference telephone or electronic communication. Additional details are included in State Law (e.g., [Section 5211 of California Corporations Code](#)).

Board meeting minutes must be written (or in any form capable of being converted into clearly legible tangible form), maintained for each meeting, and certified by the board secretary (or an assistant secretary/alternate) in accordance with State Law (e.g., [Sections 5215 and 6320 of California Corporations Code](#)). In addition, the meeting minutes should include:

- The names of the board members who are present and absent.
- The date and time the meeting begins and ends.
- A summary of all discussions, deliberations, and actions taken by the board.
- The names of board members making and seconding motions, and a breakdown of the votes on the motions.
- A summary of future action items/steps and who is responsible for them.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

1.5 Audit Committee

The board must establish an audit committee when applicable in accordance and compliance with the Nonprofit Integrity Act of 2004 ([SB 1262 Chapter 919](#)) and State law (e.g., [Section 12586 of California Government Code](#)).

Annual Audit Duties

The Audit Committee:

- Is responsible for making recommendations to the board on the hiring and firing of the CONTRACTOR'S independent auditor to perform annual audits.
- Must confer with the CONTRACTOR'S independent auditor to satisfy audit committee members that the financial affairs of the CONTRACTOR are in order, review each audit and decide whether to accept it, 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 any material weaknesses and/or significant deficiencies identified during an audit.
- 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 CONTRACTOR. The 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 statements 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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

E. REPORTING FRAUD/MISCONDUCT

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

- Requests for bribes/kickbacks/gratuities.
- Favoritism/nepotism in the awarding of COUNTY Agreements, or selection of vendors.
- Embezzlement, theft, or misuse of any COUNTY funds, resources, time, equipment, or information.
- CONTRACTOR or vendor improprieties (e.g., inappropriate or unethical actions/behaviors such as unfair business practices, disregard for laws, abuse of power, corruption, etc.)

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, e-mail, or online to:

Online: <https://fraud.lacounty.gov/>
 E-mail: fraud@auditor.lacounty.gov
 Call: (213) 89-FRAUD or (213) 893-7283
 Toll Free: (800) 544-6861
 Fax: (213) 947-5809
 U.S. Mail: County of Los Angeles
 Department of Auditor-Controller
 Office of County Investigations
 500 West Temple Street, Suite 514
 Los Angeles, CA 90012

F. RESOURCES

As noted in the introduction of this Handbook, the accounting, financial reporting, and internal control standards described in this Handbook are compiled from various federal, State, and COUNTY regulations and guidelines. The sources cited in this Handbook include, but are not limited to, those listed below. CONTRACTORS can refer to these sources for additional information and guidance on the federal, State, and COUNTY regulations and guidelines applicable to their organization (since some regulations and guidelines may not apply to every CONTRACTOR).

- Electronic Code of Federal Regulations - www.ecfr.gov
 - Uniform Guidance - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- Internal Revenue Service - www.irs.gov



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- United States Department of Labor - www.dol.gov
 - Health Insurance Portability and Accountability Act (HIPAA) - <https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/hipaa>
- The System for Award Management (SAM.gov) - <https://sam.gov>
- The Sarbanes-Oxley Act of 2002 - <https://www.govinfo.gov/content/pkg/COMPS-1883/pdf/COMPS-1883.pdf>
- Financial Accounting Standards Board - <https://fasb.org>
 - Accounting Standards Codification (including Generally Accepted Accounting Principles) - <https://asc.fasb.org>
- State of California
 - Laws (including Corporations, Government, Labor, Civil, and Welfare and Institutions Codes) - www.leginfo.ca.gov
 - Department of Justice Office of the Attorney General - www.oag.ca.gov
 - Guide for Charities - <https://oag.ca.gov/charities/guide-live>
 - Franchise Tax Board - www.ftb.ca.gov
 - Secretary of the State - www.sos.ca.gov
- COUNTY Board Policy Manual - https://library.municode.com/ca/la_county_bos/codes/board_policy
- The Committee of Sponsoring Organizations of the Treadway Commission (COSO) - www.coso.org
 - COSO sponsoring organizations:
 - The American Accounting Association - www.aaahq.org
 - The American Institute of Certified Public Accountants - www.aicpa.org
 - The Government Finance Officers Association - <https://www.gfoa.org>
 - The Financial Executives International - www.financialexecutives.org
 - The Institute of Internal Auditors - www.theiia.org
 - The Association of Accountants and Financial Professionals in Business - www.imanet.org
 - COSO's Guidance on Internal Control Integrated Framework - <https://www.coso.org/guidance-on-ic>

G. HANDBOOK ADMINISTRATION AND INQUIRIES

This Handbook is intended to be a continual work in progress. Changes are made by Auditor-Controller staff on an ongoing basis. As conditions and the accumulation of changes warrant, the online version that is available to COUNTY departments and CONTRACTORS is replaced with the latest version.

COUNTY departments and CONTRACTORS may make inquiries regarding the standards and guidance described in this Handbook by completing the inquiry form linked below. All inquiry forms will be submitted to the Auditor Controller's Countywide Contract Monitoring Division. When submitting an inquiry form, please provide as much information as possible to assist in ensuring all inquiries are properly addressed.

Inquiry Form: <https://forms.office.com/q/HNDS8DL8VX>

Bank Reconciliation Example

Agency Name
Bank and Account #
For the Month Ended June 30, 202X

Balance Per Bank Statement			\$ 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]
Adjusted Bank Balance			<u>\$ 36,900.00</u>
Balance Per Book			\$ 36,950.00
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
Adjusted Book Balance			<u>\$ 36,900.00</u>

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

Petty Cash Log Example

Petty Cash Log

January 202X

Program/Location: _____

Approved Petty Cash Fund Amount: _____

Date of Transaction	Description of Transaction	Account Code	Cash Out	Amount of Transaction	Cash Received	Balance
Beginning Petty Cash on Hand						\$ 500.00
1/1/202X	Parking	XX-XXX	\$ 10.00	\$ 10.00		\$ 490.00
1/5/202X	Postage	XX-XXX	\$ 10.00	\$ 10.00		\$ 480.00
1/8/202X	Supplies (Posterboard)	XX-XXX	\$ 5.00	\$ 5.00		\$ 475.00
1/12/202X	Replenishment Check #101	XX-XXX			\$ 25.00	\$ 500.00
Total			\$ 25.00	\$ 25.00	\$ 25.00	
Ending Petty Cash on Hand						\$ 500.00

Petty Cash Custodian Signature

Date _____

Petty Cash Log Reviewer Signature

Date _____

Liquid Assets Log Example

Liquid Asset Disbursement/Usage Log

Type: Gift Cards to ABC, Inc. Grocery Store

January 202X

Data Issued	Liquid Asset No.	Purpose/ Description	Quantity	Amount	Authorized by	Recipient	Recipient Signature
Beginning Liquid Assets on Hand			25	\$ 500			
1/1/202X	XX-XXXX-X1	Gift card for client	1	\$ 20	John Smith	Jane Doe	<i>Jane Doe</i>
1/10/202X	XX-XXXX-X2	Gift card for client	1	\$ 20	John Smith	Robert Jones	<i>Robert Jones</i>
1/25/202X	XX-XXXX-X3	Gift card for client	2	\$ 40	John Smith	Jane Doe	<i>Jane Doe</i>
1/26/202X	XX-XXXX-X4	Gift card for client	1	\$ 20	John Smith	Robert Jones	<i>Robert Jones</i>
Total Disbursed/Used			5	\$ 100			
Ending Liquid Assets on Hand			20	\$ 400			

Liquid Asset Custodian Signature

Date _____

Liquid Asset Log Reviewer Signature

Date _____

Indirect Cost Allocation Methods Examples

D.1 - Simplified Allocation Method Example

ABC, Inc. operates two programs, uses direct salaries as their distribution base for indirect costs, and reported the following costs:

Agency-wide Indirect Costs	\$250,000
Program A Direct Salaries	\$100,000
Program B Direct Salaries	\$900,000

Step 1: Classify all costs as either direct or indirect (as indicated above).

Step 2: Calculate the indirect cost rate by dividing the total indirect costs by total direct salaries.

Indirect Costs	\$250,000	
Total Direct Salaries	\$1,000,000	= \$100,000 + \$900,000
Indirect Cost Rate	25%	= $\frac{\$250,000}{\$1,000,000}$

Step 3: Allocate indirect costs to each program by multiplying the indirect cost rate by the direct salaries for each respective program.

Indirect Costs Allocated to Program A	\$25,000	= \$100,000 x 25%
Indirect Costs Allocated to Program B	\$225,000	= \$900,000 x 25%

D.2 - Direct Allocation Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for shared facility rent and maintenance costs and direct costs as their distribution base for indirect costs. ABC, Inc. reported the following costs:

General Administration and General Expenses (Indirect Costs)	\$250,000
Shared Costs: Facility Rent and Maintenance	\$150,000
Program A Direct Costs	\$100,000
Program B Direct Costs	\$850,000
Fundraising Direct Costs	\$50,000

Step 1: Separate costs into three basic categories:

- General Administration and General Expenses (Indirect Costs)
- Direct Programs and Activities
- Fundraising

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.'s facilities have a total of 4,000 square feet and the Agency determined Program A occupies 2,800 square feet, Program B occupies 1,000 square feet, and fundraising activities occupies 200 square feet, respectively.

Program A Square Footage	2,800	70%
Program B Square Footage	1,000	25%
Fundraising Square Footage	200	5%
Total Square Footage	4,000	100%

Step 3: Allocate the shared facility rent and maintenance costs based on the percentage of square footage used by each program and activity.

Shared Costs: Facility Rent and Maintenance	\$150,000	
Shared Costs Allocable to Program A	\$105,000	= \$150,000 x 70%
Shared Costs Allocable to Program B	\$37,500	= \$150,000 x 25%
Shared Costs Allocable to Fundraising	\$7,500	= \$150,000 x 5%

Step 4: Calculate the total direct costs for each program and activity by adding the direct costs to the shared costs allocated to each respective program.

Program A Direct Costs	\$100,000
+ Program A Shared Costs	\$105,000
Total Program A Direct Costs	\$205,000
Program B Direct Costs	\$850,000
+ Program B Shared Costs	\$37,500
Total Program B Direct Costs	\$887,500
Fundraising Direct Costs	\$50,000
+ Fundraising Shared Costs	\$7,500
Total Fundraising Direct Costs	\$57,500

Step 5: Calculate the indirect cost rate by dividing the total indirect costs by total direct costs.

Total Indirect Costs	\$250,000	
Total Direct Costs	\$1,150,000	= \$205,000 + \$887,500 + \$57,500
Indirect Cost Rate	21.74%	= $\frac{\$250,000}{\$1,150,000}$

Step 6: Allocate indirect costs to each program and activity by multiplying the indirect cost rate by the total direct costs for each respective program and activity.

Indirect Costs Allocable to Program A	\$44,565	= \$205,000 x 21.74%
Indirect Costs Allocable to Program B	\$192,935	= \$887,500 x 21.74%
Indirect Costs Allocable to Fundraising	\$12,500	= \$57,500 x 21.74%

D.3 - Multiple Allocation Base Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for indirect facilities costs and modified total costs⁽¹⁾ as their distribution base for indirect administration costs. ABC, Inc. reported the following costs:

- (1) *Modified total costs (MTC) are the modified total direct costs (MTDC) plus allocated indirect costs. MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).*

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
Indirect Operation and Maintenance Expenses	\$550,000
Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Program A Modified Total Direct Costs	\$7,250,000
Program B Modified Total Direct Costs	\$1,500,000
Fundraising Modified Total Direct Costs	\$250,000

Step 1: Establish separate indirect cost groupings based on the benefits provided to the programs and activities. The cost groupings are classified within two broad categories, “Facilities” and “Administration”, and should include the following indirect cost pools:

Facilities

- Depreciation
- Interest
- Operation and Maintenance Expenses

Administration

- General Administration and General Expenses

Indirect Facilities Costs

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
Indirect Operation and Maintenance Expenses	\$550,000
Total Indirect Facilities Costs	\$800,000

Indirect Administration Costs

Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Total Indirect Administration Costs	\$1,200,000

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.’s facilities have a total of 10,000 square feet and the Agency determined Program A occupies 5,000 square feet, Program B occupies 2,000 square feet, fundraising activities occupies 500 square feet, and administration occupies 2,500 square feet, respectively.

Program A Square Footage	5,000	50%
Program B Square Footage	2,000	20%
Fundraising Square Footage	500	5%
Administration Square Footage	2,500	25%
Total Square Footage	10,000	100%

Step 3: Allocate "Facilities" costs to all benefiting programs and activities based on the percentage of square footage used by each program and activity.

Indirect Facilities Costs Allocated to Program A	\$400,000	= \$800,000 x 50%
Indirect Facilities Costs Allocated to Program B	\$160,000	= \$800,000 x 20%
Indirect Facilities Costs Allocated to Fundraising	\$40,000	= \$800,000 x 5%
Indirect Facilities Costs Allocated to Administration	\$200,000	= \$800,000 x 25%

Step 4: Calculate the modified total costs for each program and activity to allocate indirect administration costs by adding the MTDC to the allocated indirect costs calculated above.

Program A - MTDC	\$7,250,000
+ Indirect Facilities Costs Allocated to Program A	\$400,000
Program A - MTC	\$7,650,000
Program B - MTDC	\$1,500,000
+ Indirect Facilities Costs Allocated to Program B	\$160,000
Program B - MTC	\$1,660,000
Fundraising - MTDC	\$250,000
+ Indirect Facilities Costs Allocated to Fundraising	\$40,000
Fundraising - MTC	\$290,000
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
Total MTC	\$9,600,000
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
Total MTC	\$9,600,000

Step 5: Calculate the total indirect administration costs.

Indirect Administration Costs	\$1,200,000
+ Indirect Facilities Costs Allocated to Administration	\$200,000
Total Indirect Administration Costs	\$1,400,000

Step 6: Calculate the indirect cost rate by dividing the total administration costs by the total modified costs.

Total Administration Costs	\$1,400,000
÷ Total MTC	\$9,600,000
Indirect Cost Rate	14.58%

Step 7: Allocate “Administration” costs to all benefiting programs and activities based on modified total costs.

Indirect Administration Costs Allocated to Program A	\$1,115,625	= \$7,650,000 x 14.58%
Indirect Administration Costs Allocated to Program B	\$242,083	= \$1,660,000 x 14.58%
Indirect Administration Costs Allocated to Fundraising	\$42,292	= \$290,000 x 14.58%

D.4 - Negotiated Indirect Cost Rate Example

ABC, Inc. operates two programs and has a negotiated indirect cost rate. The negotiated indirect cost rate agreement indicates the Agency’s indirect cost rate is 15% and the distribution base is total direct costs excluding capital expenditures and equipment. ABC, Inc. reported the following costs:

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Capital Expenditures	\$ -	\$ 200,000
Equipment	\$ 60,000	\$ 15,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Total Direct Costs	\$ 3,260,000	\$ 1,925,000

Step 1: Calculate the direct costs distribution base for each program as required by the negotiated indirect cost rate agreement.

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Direct Costs Base ⁽¹⁾	\$ 3,200,000	\$ 1,710,000

⁽¹⁾ Direct cost base does not include capital expenditures and equipment.

Step 2: Calculate the indirect costs charged to each program by multiplying the direct costs base for each respective program by the negotiated indirect cost rate.

	Program A	Program B
Direct Cost Base	\$ 3,200,000	\$ 1,710,000
x Indirect Cost Rate	15%	15%
Indirect Costs Charged	\$ 480,000	\$ 256,500

D.5 - De Minimis Rate Example

ABC, Inc. operates two programs and reported the following direct costs:

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Equipment	\$ 50,000	\$ 5,500
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
Rent	\$ 60,000	\$ 12,000
Total Direct Costs	\$ 1,170,000	\$ 148,500

Step 1: Calculate the modified total direct costs (MTDC)⁽¹⁾ for each program.

⁽¹⁾ MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
MTDC⁽¹⁾	\$ 1,060,000	\$ 131,000

⁽¹⁾ MTDC does not include the costs of equipment and rent.

Step 2: Calculate the indirect costs charged to each program by multiplying the MTDC for each respective program by the 15% de minimis rate (effective October 1, 2024)

	Program A	Program B
MTDC	\$ 1,060,000	\$ 131,000
x De Minimis Rate	15%	15%
Indirect Costs Charged	\$ 159,000	\$ 19,650

USER COMPLAINT REPORT

This form is to be used by DCFS users of Caregiver and Youth Support Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____

DCFS Office
Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Caregiver and Youth Support Services Contractor is not responding to messages.
- ☐ Caregiver and Youth Support Services Contractor is/was not available or not responding to messages.
- ☐ Caregiver and Youth Support Services Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Caregiver and Youth Support Services Contractor.
- ☐ Caregiver and Youth Support Services Contractor is/or has not been submitting reports or maintaining records as required.
- ☐ Caregiver and Youth Support Services Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Title

Date

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

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 Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Involvement in Litigation, Labor Violations, and/or Contract Compliance Difficulties
- 11) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 12) Declaration
- 13) Business Proposal (Narrative)
- 14) Cost Proposal (Price Sheet)
- 15) Cost Proposal (Line-Item Budget)
- 16) Cost Proposal (Budget Narrative)

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:
Unique Entity Identifier (UEI):	

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): State of Incorporation: Year of Incorporation: If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: If other: Specify business structure name:
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: Country of Registration: Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ 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	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	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.	Name: Title: Phone: Email: Name: Title: Phone: Email: Name: Title: Phone: Email:

 Authorized Signature

 Date

 Name/ Title/ Name of Company or Organization

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250 LACC 8.300	Certifies Compliance? ☐ Yes ☐ 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) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed. OR ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed 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	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/START participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of “contractor,” as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ 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	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

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. Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	LACC 2.204
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	LACC 2.205
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211

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.

Authorized Signature

Date

Name/ Title/ Name of Company or Organization

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			
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.		—	

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:

Instructions for Completing Exhibit 5 - CBE Form

Proposer must submit Exhibit 5 - Community Business Enterprise (CBE) Information form in Excel format.

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.

Section 1: FIRM/ORGANIZATION INFORMATION	
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%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

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 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
	Male Female
Black/African American	d % %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
Native Americans	% %
Subcontinent Asian	% %
White	% %

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	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. <input style="width: 30px; height: 20px; border: 1px solid black;" type="checkbox"/> Check if not applicable
Agency Name	Minority
Women	Disadvantaged
Disabled Veteran	LGBTQQ

REQUIRED FORMS – EXHIBIT 6
MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0 (Minimum Mandatory Requirements), of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer does not have unresolved questioned costs, as identified by the Auditor-Controller (A-C), in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐
2	Proposer must have five (5) years' experience, within the last seven (7) years and a minimum of three (3) of the five (5) years serving complex care high needs children/youth services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).	☐	☐
3	Proposer must not have any unresolved noncompliance or performance issue(s) listed in the Contract Alert Reporting Database (CARD) or any unresolved findings reflecting past performance history related to any County, State, federal, or out -of-state government contracts. Proposer (Prospective Contractor) must disclose any such non-compliance findings that can be construed as being unresolved in Appendix B, Required Forms, Exhibit 10, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties.	☐	☐
4	Proposer must be a non-profit organization and tax exempt under 501(c)(3) of the Internal Revenue Code, or public entity.	☐	☐
5	Proposer must have a minimum of two (2) years within the last three (3) years administering federal, state, county, or city contracts.	☐	☐

Proposer may not use subcontractor's experience to meet the Minimum Mandatory Requirements listed above.

Authorized Signature

Date

Name/ Title/ Name of Company or Organization

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name:

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES

AGENCY/DEPT: _____	AGENCY/DEPT: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

AGENCY/DEPT: _____	AGENCY/DEPT: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

AGENCY/DEPT: _____	AGENCY/DEPT: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name:

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements (MMRs) stated in the RFP. Proposer must provide five (5) references where the same or similar scope of services was provided.

Proposer may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that **no more than** eight (8) references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 4	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REFERENCE 5	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled, directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):
 - b) Subsidiaries:
 - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 10

INVOLVEMENT IN LITIGATION, LABOR VIOLATIONS, AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the proposer.

	YES	NO
1. Is the proposer currently, or within the past seven years, involved in litigation?	_____	_____
2. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	_____	_____
3. Are any of the proposer's staff members unable to be bonded?	_____	_____
4. Have there been unfavorable rulings by any funding source against the agency for improper action or contract compliance deficiencies?	_____	_____
5. Has the proposer or director ever had public or foundation funds withheld?	_____	_____
6. Has the proposer or director refused to participate in any fiscal audit or review requested by a government agency or funding source?	_____	_____
7. Has the proposer had any labor violations claim filed against it within the past five years?	_____	_____

Please use separate pages for explanation.

Signature

Date

Name/ Title/ Name of Company or Organization

REQUIRED FORMS – EXHIBIT 11

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 shall 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 shall 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.

REQUIRED FORMS – EXHIBIT 11

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

7. Nothing contained in the foregoing shall 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 shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall 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 shall 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 12

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-16 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORMS – EXHIBIT 13
BUSINESS PROPOSAL (NARRATIVE)

INSTRUCTIONS

Provide complete narrative to each question for your organization. Please provide each narrative to each question on a separate page. Each narrative to each question must not exceed one page using 12 point, Arial font, single-sided, single-space, with 1" margins at all borders. Only the limitation of one-page for each narrative to each question will be evaluated. Content exceeding the limitation of one-page will not be reviewed and evaluated.

1.0 Proposer's Qualifications

- A. Provide a narrative that demonstrates your organization's experience providing support services to youth and caregivers with complex care needs.
- B. Provide a narrative that demonstrates your organization's experience working with public agencies, counties, states, or other governmental entities, including experience with quality assurance, contractual compliance, performance requirements, and reporting.

2.0 Proposer's Approach to Providing Required Services

- A. Provide a narrative that addresses your organization's approach providing caregivers with individualized training, coaching, and ongoing support to address the unique needs of youth with complex care needs.
- B. Provide a narrative that addresses your organization's approach providing timely, responsive, and effective support when a youth or caregiver experiences a crisis, placement challenge, or other urgent need.
- C. Provide a narrative that addresses your organization's approach ensuring that services are culturally responsive, trauma-informed, and individualized to the needs, preferences, and circumstances of each youth and caregiver.
- D. Provide a narrative that addresses your organization's approach, strategies and interventions it will use to prevent placement disruptions, promote and support placement stability, and support permanency for youth served through the FURS, PST, and IPH programs.
- E. Provide a narrative that addresses your organization's approach identifying, engaging, assessing, preparing, and supporting potential caregivers to facilitate timely and successful transitions of youth from TSHs.
- F. Provide a narrative that addresses your organization's approach and capacity to provide continuous support to youth and caregivers 24 hours per day, 7 days per week, including evenings, weekends, holidays, and overnight hours.
- G. Provide a narrative that addresses your organization's approach to recruiting, training, preparing, supervising, and providing ongoing support to staff who will work directly with youth.

3.0 Proposer's Quality Assurance Plan

- A. Provide a narrative that addresses your organization's method for their staffing structure, supervision, staff qualifications, training plan, and procedures for maintaining service quality, compliance, and timely service delivery.
- B. Provide a narrative that addresses your organization's method to assessing the quality and effectiveness of services provided to youth and caregivers.

REQUIRED FORMS – EXHIBIT 14
COST PROPOSAL (PRICE SHEET)

Rates quoted must be fully loaded to include all applicable costs associated with Caregiver and Youth Support Services (CYSS) and any other costs necessary to perform all tasks outlined in the Request for Proposal (RFP), Sample Contract, Statement of Work, Performance Outcome Measures, Exhibits and Attachments.

The chart below provides a list of the monthly minimum capacity, historical monthly caseloads, and the available maximum annual contract 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.

Programs	Monthly Minimum Capacity
Family Urgent Response System (FURS) Families	10
Placement Stability Team (PST) Families	10
Therapeutic Foster Home (TFH)/ Intensive Placement Home (IPH)	12

Historical Data			
Program	Monthly Minimum Number of Youth Entries for 48 Homes	Monthly Maximum Number of Youth Entries for 48 Homes	Monthly Average Number of Youth Entries for 48 Homes
Temporary Support Home (TSH)	256	644	375

Available Maximum Annual Contract Amount
\$1,406,365.68

Proposers must demonstrate how they arrived at the final proposed annual cost to be submitted on page two of Required Forms Exhibit 14, by providing a line-item budget and budget narrative (Required Exhibits 15 and 16). Proposals may be disqualified if the costs do not add up, or if there is a discrepancy between line-item budget and budget narrative. *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 5.5.16.*

REQUIRED FORMS – EXHIBIT 14
COST PROPOSAL (PRICE SHEET)

TOTAL PROPOSED ANNUAL COST Firmed fixed price
\$ _____

The undersigned offers to furnish all personnel, labor and materials necessary for Caregiver and Youth Support Services (CYSS). Said work must be done for the period prescribed and the manner set forth in the CYSS Statement of Work. The proposed cost is a firm-fixed price to remain firm for twenty-four (24) months following the last day to accept proposals under RFP #26-0065.

I declare that all computations used to arrive at the cost for CYSS above are true and correct to the best of my knowledge. By submission of this Proposal, Proposer certifies that the price quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Authorized Signature

Date

Print Name and Title

Date

Agency Name

Agency Address

REQUIRED FORMS – EXHIBIT 15
COST PROPOSAL (LINE-ITEM BUDGET)

(SAMPLE)

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	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	No. of Employees	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 Payroll Taxes	\$ _____

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
_____	\$ _____
Travel/Mileage	\$ _____
Maintenance/Repair	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____
Total Insurance/Misc. S & S	\$ _____

TOTAL DIRECT COSTS **\$ _____**

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

TOTAL INDIRECT COSTS **\$ _____**

TOTAL DIRECT AND INDIRECT ANNUAL COST **\$ _____**

TOTAL MONTHLY COSTS **\$ _____**

REQUIRED FORMS – EXHIBIT 16

COST PROPOSAL (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 bid. However, all proposals must have a narrative attached to the Line-Item Budget providing a thorough and clear explanation of all projected line-item budget costs.

The narrative must follow the same sequence as the Line-Item Budget and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line-item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

DIRECT COST

Provide an explanation for purpose and particulars associated with each classification listed in the “Salaries and Wages” section of the Line-Item Budget and explain their benefit to this program.

All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per Full-Time Equivalent (FTE). For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under “Services and Supplies”, provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.25, Insurance Coverage.

INDIRECT COST

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs.

APPENDIX 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: Caregiver and Youth Support Services	Solicitation No.: 26-0065

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: _____

<i>For County use only</i>
Date SRR Request: Received by County: 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", as approved and codified in California Government Code, Sections 12580–12599.10, 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.

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 12599.10. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 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.