COUNTY OF LOS ANGELES

REQUEST FOR PROPOSALS

FOR

FAMILY SUPPORT, FAMILY PRESERVATION, AND ADOPTION PROMOTION AND SUPPORT SERVICES

RFP #CMS-04-024/04-025

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

MARCH, 2005

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PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.

- ✓ Families receive services tailored to their unique situations and needs.

- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- ✓ County agencies and their partner create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five

outcomes for children and families: good health, safety and survival, economic well being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

<u>Personal Service Delivery</u>
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

<u>Service Access</u>
Service providers will work proactively to facilitate customer access to Services.

- Provide Services as promptly as possible
- Provide clear directions and Service information
- Outreach to the community and promote available Services
- Involve families in Service plan development
- Follow-up to ensure appropriate delivery of Services

<u>Service Environment</u>
Service providers will deliver Services in a clean, safe, and welcoming environment, which supports the effective delivery of Services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area

- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality Services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing Services.

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INTRODUCTION

1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from non-profit social service organizations founded for religious, charitable or social welfare purposes and is tax exempt under 501(c) of the Internal Revenue Code to provide a continuum of services through one or more of the following programs: A) Family Support Program (FS); B) Family Preservation Program (FP); and/or C) Adoption Promotion and Support Services (APSS) for the Department of Children and Family Services under a three (3) year agreement. PART D, STATEMENT OF WORK (A-1, A-2, A-3) of this RFP explains the services required for each of the programs listed above.

2.0 DEFINITIONS

Throughout this RFP, references are made to certain persons, groups, departments, or agencies that are defined in PART D, STATEMENT OF WORK, Section 3.0, Definitions.

3.0 DCFS MISSION STATEMENT

The Department of Children and Family Services (DCFS) will, with our community partners, provide a comprehensive child protection system of prevention, preservation, and permanency to ensure that children grow up safe, physically and emotionally healthy, educated, and in permanent homes.

4.0 TARGET DEMOGRAPHIC

4.1 Family Support Program (FS)

The target demographic for FS services are: (1) Caregivers with inadequate parenting skills to successfully nurture their minor child(ren), including parents, relatives, non-relative extended family members, legal guardians, foster parents, or adoptive parents and their child(ren); (2) Families with pregnant and/or parenting teenagers; and (3) Families who are referred by DCFS Hotline and out-stationed staff, where there is an allegation of child abuse and neglect that is unfounded (Differential Response), but who are in need of services to avoid future DCFS involvement.

4.2 Family Preservation Program (FP)

The target demographic for Alternative Response Services (Inconclusive referrals) are families that have an inconclusive child abuse or neglect allegation who are in need of FP services.

The target demographic for voluntary FP services are: (1) families in the DCFS/Probation system with a child(ren) who has been neglected or abused and is at imminent risk of placement in out-of-home care; (2) families with children in out-of-home placement who may be safely returned sooner, as ordered by the court, if FP services are provided.

4.3 Adoption Promotion and Support Services (APSS)

The target demographic for APSS are: (1) children with an alternative permanent plan of adoption for whom adoption recruitment efforts are underway; (2) children in long-term foster care who could benefit from a more permanent plan of adoption; (3) children who are hesitant about being adopted; (4) families pursuing adoption by becoming a resource family through participation in Partnering for Safety and Permanence – Model Approach to Partnership in Parenting (PS-MAPP); (5) families involved in the adoption process, including pre-adoption activities and the adoption home study; (6) children and families in need of support and services before, during, or following adoptive placement; (7) families in need of support services due to risk of adoption disruption after adoption finalization; and (8) adoptive families adopting a sibling group. The target demographic embodies a "continuum" from pre-adoption to post-adoption.

5.0 FUNDING

5.1 Family Support Program (FS)

5.1.1 Funding for FS has been allocated to the eight (8) Service Planning Areas (SPA) and one (1) County-wide service category (see PART G, ATTACHMENTS, Attachment A, SPA Map), based on poverty rates, DCFS caseloads, and the number of children in out-of-home placement. Projected funding for FS for each fiscal year for three years is as follows:

SPA	ALLOCATION
SPA 1	$194,020
SPA 2	$316,559
SPA 3	$541,213
SPA 4	$285,924
SPA 5	$132,750
SPA 6	$643,329

SPA 7	$428,886
SPA 8	$520,790
County-wide Service Category	**ALLOCATION**
American Indian	$130,000

Total For FS	**$3,193,471**

5.1.2 Proposers submitting a proposal for FS shall submit a proposed annual budget for not less than $130,000 and not greater than the SPA or County-wide Service Category allocation for the proposed SPA or County-wide Service Category for each fiscal year.

5.1.3 County plans to recommend the award of at least one FS contract per SPA and County-wide Service Category, commencing on or about July 1, 2005 through June 30, 2008.

5.2 Family Preservation Program (FP)

5.2.1 Funding for FP has been allocated to the seventeen (17) DCFS office boundaries (see PART G, ATTACHMENTS, Attachment B, DCFS office boundaries and Zip Codes) and two (2) County-wide service categories based on the number of children in out-of-home placement. Contractor must serve all zip codes within the DCFS office boundary. Projected funding for FP for each fiscal year for three years is as follows:

DCFS District Offices	ALLOCATION
Antelope Valley West	$963,249
Antelope Valley East	$739,655
North Hollywood	$1,445,346
Santa Clarita	$413,225
Covina	$2,263,306
Pomona	$1,433,081
Pasadena	$1,272,697
Metro North	$1,368,928
West Los Angeles	$1,338,738
Hawthorne	$1,071,745
Wateridge	$2,253,872
Century	$1,148,163

Compton	$633,990
Belvedere	$1,414,213
Santa Fe Springs	$1,914,234
Torrance	$1,382,136
Lakewood	$3,095,418
County-wide Service Category	**ALLOCATION**
American Indian	$400,000
Asian Pacific	$500,000

Total For FP	**$25,051,996**

5.2.2 Proposers submitting a proposal for FP shall submit a proposed annual budget for not less than $350,000 and not greater than the DCFS office boundary or County-wide Service Category allocation for the proposed DCFS office boundary or County-wide Service Category for each fiscal year.

5.2.3 County plans to recommend the award of at least one FP contract per DCFS office boundary, commencing on or about July 1, 2005 through June 30, 2008.

5.3 Adoption Promotion and Support Services (APSS)

5.3.1 Funding for APSS has been allocated to the eight (8) SPAs (PART G, ATTACHMENTS, Attachment A, SPA Map), based on the number of permanency planning cases. Projected funding for APSS for each fiscal year for three years is as follows:

SPA	ALLOCATION
SPA 1	$252,690
SPA 2	$280,234
SPA 3	$977,626
SPA 4	$293,807
SPA 5	$224,347
SPA 6	$847,888
SPA 7	$435,521
SPA 8	$679,827

Total For APSS	**$3,991,940**

5.3.2 Proposers submitting a proposal for APSS shall submit a proposed annual budget for not less than $220,000 and not greater than the

SPA or County-wide Service Category allocation for the proposed SPA or County-wide Service Category for each fiscal year.

5.3.3 County plans to recommend the award of at least one APSS contract per SPA, commencing on or about July 1, 2005 through June 30, 2008.

5.4 Payment on the contract(s) (FS, FP, and APSS) is contingent upon Program Manager approval of invoices for services provided as outlined in PART D, STATEMENT OF WORK(s), compliance with contractual requirements, availability of County, State and/or Federal funds, and approval of funding each fiscal year by the Board of Supervisors.

5.5 Contractors will not be permitted to carryover any unspent funds to a subsequent fiscal year. County cautions Proposers that funding for these services may change in light of subsequent decisions made by the Federal Government, the State of California and/or the County.

6.0 MINIMUM REQUIREMENTS TO QUALIFY AS A PROPOSER

Minimum Requirements For All Programs (FS, FP, and APSS)

6.1 Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services for FS, FP, and/or APSS as outlined in their respective Statements of Work (PART D, STATEMENT OF WORK of this RFP), are invited to submit proposal(s), provided they meet the following requirements:

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

6.1.2 Proposers must be or become a member of a service delivery system to ensure that a continuum of services will be provided to DCFS clients through these programs.

6.1.3 Proposer must be responsive by conforming to all requirements set forth in this RFP, including proposal format and submission requirements set forth in PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS of this RFP.

Any proposal submitted that fails to meet these minimum requirements may be considered non-responsive and the proposal may be rejected, at the COUNTY's sole discretion.

6.2 Additional Minimum Requirements for Family Support Program (FS)

6.2.1 Proposer must have a minimum of three years experience during the last five (5) years in providing social services to families, or coordinating social services among other community providers equivalent or similar to the services listed in the FS SOW.

6.3 Additional Minimum Requirements for Family Preservation Program (FP)

6.3.1 Proposer must have a minimum of three years experience during the last five (5) years in providing social services to families, or coordinating social services among other community providers equivalent or similar to the services listed in the FP SOW.

6.4 Additional Minimum Requirements for Adoption Promotion and Support Services (APSS)

6.4.1 Proposer's Professional Therapist staff must have a minimum of five years experience during the last seven (7) years in providing therapy to children and families.

6.4.2 Proposer's Professional Therapist staff must have a Master's Degree in one of the following: social work, psychology, marriage family counseling or a closely related field with a minimum of two years of adoption experience, including, but not limited to, an awareness of the developmental process of adoption and training in adoption therapy strategies and techniques.

6.4.3 Proposer's Professional Therapist must be supervised by a licensed practitioner with a minimum of five years of adoption experience during the last seven (7) years, including, but not limited to, an awareness of the developmental process of adoption and training in adoption therapy strategies and techniques.

7.0 TIMELINE

The following timeline represents COUNTY's best estimate of the schedule that shall be followed. COUNTY reserves the right, at its sole discretion, to adjust this timeline as it deems necessary. Notification of any adjustment to the timeline shall be provided to all Proposers listed in DCFS' records which indicate having received this RFP.

RFP Release Date..... March 25, 2005

Proposers Conference (Highly Recommended) ..... April 04, 2005

Deadline to submit a request for a Solicitation
Requirements Review ..... April 04, 2005

COUNTY Issues Responses to Questions ..... April 11, 2005

Deadline for Proposal Submission is 12:00 noon, P.S.T...... April 29, 2005

Proposal opening will take place at DCFS Contracts
Administration, 425 Shatto Place, Room 400
Los Angeles, CA 90020, beginning at 2:00 P.M. ..... April 29, 2005

Notice of Disqualification for Non-Responsiveness .....May 06, 2005

Deadline to submit a request for a Disqualification Review .....May 11, 2005

Notice of Tentative Contractor Selection .....May 18, 2005

Deadline to submit a request for a Debriefing .....May 23, 2005

Notice of Debriefing Results .....May 31, 2005

Deadline to submit a Proposed Contractor Selection Review .....June 07, 2005

Notice of Proposed Contractor Selection Review Results .....June 13, 2005

Submission of Contract(s) Award Recommendation to
The County of Los Angeles Board of Supervisors
(Board Meeting on June 07, 2005) .....June 16, 2005

Anticipated Contract Start Date ..... July 01, 2005

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PART A – GENERAL INFORMATION

1.0 BACKGROUND

1.1 The Promoting Safe and Stable Families (PSSF) program is a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services.

1.2 The Department of Children and Family Services (DCFS) has identified the vital need for continuity between various programs that provide services for children and families, and as a result has determined that a continuum of services between the Family Support Program (FS), Family Preservation Program (FP), and Adoption Promotion and Support Services (APSS) programs must be available to children and families throughout Los Angeles County who are in need of these programs and services.

1.3 FS service goals are to ensure a child's safety within the home, preserve families in which a child has been abused and/or neglected, and address the family's problems effectively; FP service goals are to address the problems of families in which a child has been placed in the foster care system so that reunification may occur in a safe and timely manner in accordance with the Adoption and Safe Families Act of 1997; and APSS service goals are to provide support services to adoptive families to assist them in making a lifetime commitment to their children.

1.4 DCFS encourages Proposers to provide a continuum of FS, FP, and APSS program services to children and families. DCFS seeks the following services delivery models to provide a continuum of FS, FP, and APSS program services in the following order of preference:

1.4.1 Directly provide or through subcontracting at least three (3) different FS, FP, and APSS program services which are overlapped by at least one DCFS office boundary, SPA or County-wide Service Category.

1.4.2 Directly provide or through subcontracting two (2) different FS, FP, and APSS program services which are overlapped by at least one DCFS office boundary, SPA or County-wide Service Category.

1.4.3 Directly provide or through subcontracting one (1) FS, FP, or APSS program service and has written board resolutions indicating commitments with other providers/proposers to provide at least one

different FS, FP, or APSS program service which are overlapped by at least one DCFS office boundary, SPA or County-wide Service Category.

1.4.4 Directly provide or through subcontracting one (1) FS, FP, or APSS program service.

2.0 RESPONSIVE AND RESPONSIBLE PROPOSER

2.1 Pursuant to State Regulation 23-601.25, a "Responsive Proposer" means one whose proposal substantially complies with all requirements of the RFP.

2.2 Pursuant to State Regulation 23-601.24, a "Responsible Proposer" means one who: (1) Possesses adequate financial resources, or the ability to obtain such resources as required within 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.

2.3 DCFS will evaluate proposals that it finds to be Responsive and that are submitted by Responsible Proposers. Non-responsive proposals and non-responsive proposers will be rejected.

2.4 A reasonable inquiry to determine the responsibility of a Proposer may be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of non-responsibility with respect to such a Proposer.

3.0 SUBCONTRACTING

Contractor may subcontract to the extent permitted in PART F, SAMPLE AGREEMENT, subsection 8.40, Subcontracting. Any other attempt by Contractor to subcontract performance of any terms of the Agreement not expressed therein, in whole or in part, without consent of the Director of DCFS, shall become voided and shall constitute a breach of the terms of the Agreement.

4.0 CONTRACT TERM

The term of an Agreement awarded under this RFP shall commence on July 1, 2005, or the date of execution by the Director of DCFS, whichever is later, and

the Agreement shall end on June 30, 2008, unless terminated earlier as provided herein.

5.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Agreement are provided in PART F, SAMPLE AGREEMENT (1, 2, and 3) of this RFP. The final terms and conditions of any resulting agreement may differ from the sample terms and conditions. Final terms and conditions will be within the scope of this RFP and will not affect the Statement of Work. Part or all of this RFP and the successful proposal may be incorporated into the resulting Agreement.

PART F, SAMPLE AGREEMENT contains three Sample Agreements as follows:

1) Sample Agreement for Family Support Program (FS)

2) Sample Agreement for Family Preservation Program (FP)

3) Sample Agreement for Adoption Promotion and Support Services (APSS)

6.0 STATEMENT OF WORK

The scope of the services required by COUNTY are described in PART D, STATEMENT OF WORK (A-1, A-2, and A-3) of this RFP. The final details of the STATEMENT OF WORK (SOW) may differ from the SOW provided but will be within the scope of this RFP. The SOW, and any amendment thereto, are incorporated as part of the resulting Agreement.

PART D, STATEMENT OF WORK contains three SOWs as follows:

A-1) SOW for Family Support Program (FS)

A-2) SOW for Family Preservation Program (FP)

A-3) SOW for Adoption Promotion and Support Services (APSS)

7.0 DISCLAIMER

7.1 COUNTY is not responsible for representations made by any of its officers or employees prior to the execution of an agreement by the Los Angeles County Board of Supervisors unless such understanding or representation is included in this RFP or in subsequent addenda. COUNTY is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

7.2 Submission, acceptance, or recommendation of a proposal under this RFP does not constitute formation of an Agreement. An Agreement can be created only by formal approval by the Los Angeles County Board of Supervisors and executed according to law.

8.0 CONTACT WITH COUNTY PERSONNEL

8.1 Any contact regarding this RFP or any matter relating thereto must be in writing and mailed to the following address:

Department of Children and Family Services
Attention: Pat Kirkpatrick, Contract Analyst
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

8.2 DCFS will not accept any correspondence from Proposers via fax or e-mail, unless otherwise instructed.

8.3 <u>All Proposers are specifically directed not to contact any other COUNTY personnel regarding this RFP, including, but not limited to, DCFS' FS, FP and APSS Program Managers or their staff. Failure to follow these rules regarding contact with COUNTY personnel may result in the disqualification of a Proposer's proposal.</u>

9.0 PROPOSERS QUESTIONS

9.1 Proposers may submit written questions regarding this RFP by mail to the Contracts Analyst identified below. All questions must be received by Monday, April 04, 2005. All questions, without identifying the submitting agency, will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be mailed to all Proposers that DCFS' records indicate has received this RFP, in addition to being posted on the County of Los Angeles' web site. To ensure receipt of any addenda, Proposers should include correct mailing address and fax number.

9.2 When submitting questions, please specify the RFP section number(s), page number(s), and quote the passage that prompted the question. When submitting questions related to the SOW, please specify which program (FS, FP, APSS), the SOW section number(s), and page number(s). This will ensure that the reference can be found quickly in the RFP and/or the SOW. County reserves the right to group similar questions when providing written responses to questions.

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

9.4 Questions will not be accepted after the Proposers Questions due date indicated in Section 9.1 above.

9.5 Questions should be mailed to the following address:

Department of Children and Family Services
Attention: Pat Kirkpatrick, Contract Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020

10.0 PROPOSERS CONFERENCE

10.1 **ATTENDANCE AT THE PROPOSERS CONFERENCE IS HIGHLY RECOMMENDED**

10.2 In order to assist, provide clarification, and answer questions regarding any issue related to this RFP, a Proposers Conference has been scheduled for all potential Proposers. The Proposers Conference is scheduled for the following date, time, and location:

Date: Monday, April 04, 2005
Time: 9:00 A.M.
Location: Department of Health Services
Lobby Auditorium
313 North Figueroa St.
Los Angeles, California 90012

Parking is available for a flat fee of $7.00

10.3 All questions will be answered at the Proposers Conference, however, responses may be deferred and provided in the COUNTY's written Responses to Questions. Written responses to questions will be mailed to each Proposer which DCFS' records indicate has received this RFP.

11.0 PROTEST PROCESS

11.1 Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Proposer challenging the decision of a County department bears the burden of proof in its claim that DCFS committed a

sufficiently material error in the solicitation process to justify invalidation of a proposed award.

11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a Proposer's 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.

11.3 **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS, Section 4.0, Solicitation Requirements Review).
- Review of a Disqualified Proposal (PART C, SELECTION PROCESS AND PROPOSAL EVALUATION CRITERIA, Section 3.0, Disqualification Review).
- Review of Department's Proposed Contractor Selection (PART C, SELECTION PROCESS AND PROPOSAL EVALUATION CRITERIA, Section 5.0, Department's Proposed Contractor Selection Review).

12.0 COUNTY RIGHTS & RESPONSIBILITIES

12.1 The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which DCFS' 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 not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

12.2 COUNTY may, at its sole discretion, reject any or all proposals submitted in response to this RFP. COUNTY also reserves the right to cancel this RFP, at its sole discretion, at any time prior to execution of an agreement by the Board of Supervisors, when it determines that cancellation is in the best interest of the COUNTY.

12.3 All Proposers shall be notified in writing of the specific reasons when the County rejects all proposals.

12.4 COUNTY shall not be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

12.5 COUNTY reserves the right to waive, at its sole discretion, any irregularity or irregularities encountered in a proposal if the County determines, at its sole discretion, such irregularity is inconsequential.

12.6 Any resultant Agreement is not an exclusive Agreement. COUNTY reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

13.0 WITHDRAWAL OF PROPOSALS

13.1 Proposers wanting to withdraw their proposal(s) from the solicitation process before the closing date shall do so by written request to the Contract Manager at the address listed in PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS, Section 2.3. The Proposer's President, Executive Director, or Chief Executive Officer shall make such request.

13.2 All proposals shall be firm offers and may not be withdrawn for a period of one hundred and eighty (180) days following the deadline for submitting proposals.

14.0 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

14.1 Responses to this RFP shall become the exclusive property of the COUNTY. At such time as DCFS recommends Proposer(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all such proposals submitted in response to this RFP, become a matter of public record, with the exception of those parts of each proposal which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

14.2 The COUNTY shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

15.0 DAYS/HOURS OF OPERATION

PART D, STATEMENT OF WORK (A-1, A-2, and A-3), includes a provision entitled, "Days/Hours of Operation," subsection 5.3. That provision is incorporated by reference herein.

16.0 INDEMNIFICATION AND INSURANCE

PART F, SAMPLE AGREEMENT (1, 2, and 3), includes provisions entitled, "Indemnification," subsection 8.24, and "General Insurance Requirements," subsection 8.25. Those provisions are incorporated by reference herein.

17.0 INSURANCE COVERAGE REQUIREMENTS

PART F, SAMPLE AGREEMENT (1, 2, and 3), includes a provision entitled, "Insurance Coverage Requirements," subsection 8.26. That provision is incorporated by reference herein.

18.0 CRIMINAL CLEARANCES

PART F, SAMPLE AGREEMENT (1, 2, and 3), includes a provision entitled, "Criminal Clearances," subsection 8.26. That provision is incorporated by reference herein.

19.0 EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

19.1 Upon award of any resulting contract, the Contractor shall be required to comply with the Confidentiality provisions of PART F, SAMPLE AGREEMENT, subsection 7.3 and shall ensure that it obtains and submits to the County, a signed "Contractor Employee Acknowledgement and Confidentiality Agreement Form" as specified in PART F, SAMPLE AGREEMENT, Exhibit F-1, for each employee performing services under the Contract before execution of the Contract.

19.2 Upon award of any resulting contract, the Contractor shall also ensure that it obtains and submits to the County, a signed "Non-Contractor Employee Acknowledgement and Confidentiality Agreement Form" as specified in PART F, SAMPLE AGREEMENT, Exhibit F-2, for each non-employee performing services under the Contract before execution of the Contract.

20.0 COUNTY'S QUALITY ASSURANCE PLAN

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

21.0 DETERMINATION OF PROPOSER RESPONSIBILITY

21.1 Responsible Proposer

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.

21.2 Chapter 2.202 of the County Code

Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

21.3 Non-responsible Proposer

The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business

honesty; or (4) made or submitted a false claim against the County or any other public entity.

21.4 Intention to Recommend to the Board of Supervisors

If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

21.5 Recommend to the Board of Supervisors

If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

21.6 Subcontractors of Proposers

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

22.0 PROPOSER DEBARMENT

22.1 Chapter 2.202 of the County Code

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, not to exceed three (3) years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County or 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.

22.2 Notice to Proposer

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

22.3 Contractor Hearing Board

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

22.4 Presentation to Board of Supervisors

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

22.5 Subcontractors of Proposers

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

22.6 Debarment List

See Listing of Contractors Debarred in Los Angeles County, PART G, ATTACHMENTS, Attachment C.

23.0 GRATUITIES

23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication,

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

23.2 Proposer Notification to County

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

23.3 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.

24.0 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the Familiarity of the County Lobbyist Ordinance Certification, as set forth in PART E, REQUIRED FORMS, Form 4, as part of their proposal.

25.0 PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

26.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

26.1 As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

26.2 Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in PART E, REQUIRED FORMS, Form 11, along with their proposal.

27.0 PROPOSERS PRECAUTIONS

27.1 Proposers should carefully review this RFP and all attachments for comments, questions, defects, objections or any other matter requiring clarification or correction (collectively called "questions"). Questions concerning the RFP must be submitted in accordance with PART A, GENERAL INFORMATION, Section 9.0, PROPOSERS QUESTIONS of this RFP. This will allow issuance of any necessary addenda and help prevent the opening of defective proposals upon which an award could not be made.

27.2 It is essential that each Proposer comply with the instructions of the RFP. Proposers are advised that County's contracting procedures, including, but not limited to the preparation of proposals, are complex. The

Proposers are encouraged to have this RFP and their responses reviewed by legal counsel. Any discrepancies or omissions will be assessed against the Proposer and may result in Proposer disqualification, at County's sole discretion.

27.3 Submission of a proposal shall constitute acknowledgement and acceptance of all of the terms and conditions in the RFP and its attachments, except as to those which have been expressly excepted.

27.4 Substantially false, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be in the DCFS Director's sole judgment and his judgment shall be final.

IT IS IMPERATIVE THAT ALL THE INFORMATION CONTAINED HEREIN BE CAREFULLY REVIEWED PRIOR TO THE SUBMISSION OF ANY PROPOSAL.

28.0 SPARTA PROGRAM

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) **may** be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, a Proposer may call (800) 420-0555 or contact them through their web-address: www.2sparta.com.

29.0 INJURY & ILLNESS PREVENTION PROGRAM

Upon award of any resulting contract, the Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of title 8 in the California Code of Regulations 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.

30.0 JURY SERVICE PROGRAM

30.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program, PART F, SAMPLE AGREEMENT, subsection 8.8, Compliance with County's Jury Service Program, and the pertinent jury service provisions of Part H, EXHIBITS, Exhibit J, 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.

30.2 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five 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 the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

30.3 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount or this contract is less than $500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

30.4 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, PART E, REQUIRED FORMS, Form 12, 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.

31.0 USE OF RECYCLED BOND PAPER

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in PART F, SAMPLE AGREEMENT, subsection 8.39, Use of Recycled Bond Paper.

32.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Proposer shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in PART F, SAMPLE AGREEMENT, subsection 8.32, Notice to Employees Regarding the Federal Earned Income Credit, and PART H, EXHIBITS, Exhibit H, Internal Revenue Services Notice 1015.

33.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

33.1 The County has multiple programs that address Small Businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

33.2 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in PART A, GENERAL INFORMATION, Section 30.0 of this RFP.

33.3 The County also has a Policy on Doing Business with Small Business that is shown in PART G, ATTACHMENTS, Attachment D.

34.0 CONFLICT OF INTEREST

34.1 No COUNTY employee whose position in the COUNTY enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be

employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in the Certification of No Conflict of Interest, set forth in PART E, REQUIRED FORMS, Form 1.

34.2 By submission of a proposal, the Proposer certifies that it is aware of, and has read, Section 2.180.010 of the Los Angeles County Code and that an award of an agreement to the Proposer will not violate such section.

34.3 Proposer shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Proposer warrants that it is not now aware of any facts which created a conflict of interest. If Proposer hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

35.0 COMPLIANCE WITH APPLICABLE LAWS

Proposer shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulation, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 1738 and Environmental Protection Agency regulations (40 CFR Part 15), Social Security Act, Civil Rights Act, the California Welfare and Institutions Code; (www.leginfo.ca.gov/calaw.html), and the California State Department of Social Services Manual of Policies and Procedures;
(www.dss.cahwnet.gov/ord/cdssmanual_240.html).

36.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

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

37.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a contract award, all potential Contractors must register in the County's WebVen. The 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://lacounty.info/doing_business/main_db.htm.

38.0 SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall 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 where and how to safely surrender a baby. The fact sheet is set forth in PART H, EXHIBITS, Exhibit L (Safely Surrendered Baby Law Fact Sheet) of this RFP and is also available on the Internet at www.babysafela.org for printing purposes.

PART B – INSTRUCTIONS FOR SUBMITTING PROPOSALS

1.0 OVERVIEW OF PROPOSER'S PROCEDURES

1.1 The material below contains instructions and rules to be followed by Proposers responding to this RFP. Included are the requirements that each Proposer must satisfy, which include but are not limited to, the format in which the proposal is to be submitted, and the procedures for submitting the proposals.

1.2 Proposers shall submit a separate proposal for each program (i.e., FS, FP, or APSS) in each DCFS office boundary, SPA or County-wide Service Category. *For example, if Proposer were proposing to provide FS in SPAs 1 and 2, and FP in one DCFS office boundary, the Proposer would submit three separate proposals; two separate FS proposals (one for SPA 1 and one for SPA 2), and one FP proposal for the one DCFS office boundary, for a total of three separate proposals.*

1.3 All proposals shall include the items and information referred to in PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS, Section 7.0, Proposal Components: Required Forms and Content, of this RFP.

1.4 Proposers must complete all forms included with this RFP and submit them according to the instructions contained herein. COUNTY reserves the right to not accept incomplete proposals.

2.0 PROPOSAL REQUIREMENTS

2.1 The section below contains the criteria for submitting a proposal under this RFP. The failure of the Proposer to satisfy any of the requirements below may cause a proposal to be determined to be non-responsive and may be rejected.

2.2 The **original proposal and three (3) copies** of the entire proposal shall be submitted in accordance with PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS, Section 6.0, Proposal Format.

2.3 Proposals must be submitted to:

County of Los Angeles
Department of Children and Family Services
Attention: Walter Chan, Contracts Manager
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

The closing date and time for proposal submission will be **APRIL 29, 2005, P.S.T. at 12:00 noon.** It is the sole responsibility of the Proposer to see that its proposal is properly received at the address and room number above before the submission deadline, as **proposals will not be accepted after 12:00 noon.** Faxed proposals or electronic submissions will not be accepted.

2.4 DCFS intends to make a recommendation to the Board of Supervisors, to select a Proposer for this Project based upon submission of the highest scoring proposal. However, such recommendation shall in no manner bind the Board of Supervisors, which by law must exercise its judgment and discretion concerning the selection of Proposers and the terms of any resultant agreement.

3.0 PRECAUTIONS REGARDING PROPOSAL SUBMISSION

3.1 Any proposal that deviates from the format and/or the submission procedure may be rejected without evaluation, at the County's sole discretion.

3.2 Failure to submit the correct number of copies by the required time and date may result in disqualification, at the County's sole discretion.

3.3 A Proposer may be disqualified if, during any previous agreement with the County, it has either: (1) defaulted on performance; (2) failed to effectively complete performance on schedule; or (3) has been found to be debarred and is currently debarred from contracting with COUNTY.

3.4 False, incomplete, or unresponsive statements in connection with a proposal shall be cause for its rejection. The evaluation and determination of the fulfillment of the requirements will be in the County's sole judgment and its judgment shall be final.

3.5 Proposals submitted by Proposers after the closing date indicated under PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS, Section 2.0, Proposal Requirements, will not be accepted unless the County changes the submission date and time by amending the RFP and providing written notice to all Proposers.

4.0 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting the Transmittal Form to Request a Solicitation Requirements Review (PART G, ATTACHMENTS, Attachment E) along with supporting documentation. A

Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a solicitation Requirements Review is received by DCFS by Monday, April 04, 2005.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:

   - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Proposer; or,

   - due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.

The Solicitation Requirements Review shall be completed and DCFS' determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

5.0 PROPOSER'S SUBMISSION RESPONSIBILITIES

5.1 It is the sole responsibility of the Proposer to see that its proposal is received before the submission deadline. Proposers shall bear all risks associated with traffic delays, delays in delivery by any person, entity, and/or any delivery system, including the U.S. Mail. Those proposals received after the scheduled closing date and/or time for receipt of proposals will not be considered. The Proposer will be notified in writing indicating that the proposal was submitted after the closing date and/or time. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

5.2 All Proposals must be bound and submitted in the format prescribed in Section 6.0 below. Any Proposal that deviates from this format may be rejected without review at the County's sole discretion.

6.0 PROPOSAL FORMAT

6.1 A complete **original proposal and three (3) copies** of the complete proposal must be submitted. The original proposal must be typewritten or word-processed in English with a one (1) inch margin on all sides and single-sided on 8-1/2" x 11" white bond paper. Each proposal (including copies) shall be placed in a separate three-ring binder for a total of four three-ring binders. Each binder shall have tabs for each section number of the proposal. Proposals and all documents submitted in connection with this RFP shall be securely bound in a three-ring binder which can be easily opened and closed, for the removal of material by COUNTY, identified by the Proposer as "Trade Secrets", "Confidential", or "Proprietary". No paper clipped, stapled, or rubber banded copies shall be accepted. All proposal pages must be clearly and consecutively numbered.

6.1.1 The binder of the ORIGINAL PROPOSAL shall be clearly identified as the ORIGINAL PROPOSAL and to the extent possible, shall contain all required forms, documents, letters, and statements with original signatures. The binders of the proposal copy shall be clearly identified as the proposal copy.

6.1.2 Each binder shall also be clearly identified on the outside with the name of the Proposer's organization and the DCFS office boundary or SPA in which the proposed service will be located and for which program the proposal is submitted (i.e. FS, FP or APSS).

6.1.3 The original proposal and three (3) copies of the original proposal, each in its own three-ring binder, with the ORIGINAL PROPOSAL readily accessible, shall be placed in their own plain sturdy cardboard box, which is sealed and can be easily stacked, handled, and lifted. The box shall be clearly labeled with the following information:

a) Name of the program for which the proposal is submitted (i.e. Family Support, Family Preservation, or Adoption Promotion and Support Services),
b) Proposer Organization's name and address, and
c) The RFP number (#CMS-04-024/04-025).

6.2 Each Proposer agrees to provide the County with an explanation of any information provided in its proposal which the County, in its discretion, deems necessary for an accurate determination of the Proposer's qualifications to perform the required services.

6.3 Proposer must respond only to the RFP as it is written, including any written addenda. Proposer is not to attach any documentation which is not required or requested under this RFP. Failure to adhere to the specifications contained in this RFP may be cause for rejection of the proposal. No correction or re-submission will be accepted after the proposal deadline.

6.4 Any change to this RFP will be made by addendum, which will be sent to each Proposer which DCFS' records indicate have received this RFP. The County is not responsible for any other explanation or interpretation.

7.0 PROPOSAL COMPONENTS: REQUIRED FORMS AND CONTENT

7.1 The following are sections I, I-A, II, III, IV, V, and Last Page of Proposal, all of which must be included in each proposal.

7.2 **Section I** of the proposal shall consist of the Required Forms and must include the following required forms and documents listed in PART E, REQUIRED FORMS (although not a required Form, a checklist is provided in PART I, SUPPLEMENTAL INFORMATION, Supplement A). These documents shall be completed by the Proposer and submitted in the order specified below.

7.2.1 Cover Letter

The cover letter shall not exceed two (2) pages and shall be on the Proposer's stationery/agency's letterhead bearing the legal name of the agency/organization or corporation. The cover letter shall include a brief introduction of the Proposer, name, address, e-mail address, telephone and facsimile numbers of the person(s) who shall be authorized to act on behalf of the Proposer in connection with this RFP. **The cover letter must bear the original signature(s) of the person(s) identified on Form 8 as authorized to sign on behalf of the Proposer and to bind the Proposer in a contract.** The cover letter shall clearly state the exact business name and legal business status (i.e., partnership, corporation, etc.) and the number of years in the business under the present name, as well as any other prior business names, number of years of experience the Proposer has had in providing the required or equivalent related services and for which service (i.e. FS, FP, or APSS) the proposal is submitted for, and

Prospective contractor's disclosure (if any) of any employee or any other person acting on prospective contractor's behalf, who is within the purview of County Code Section 2.80.010. The cover letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in the applicable Statement of Work. Proposer shall also complete and attach to the cover letter, the "Proposers' Submission Overview" Form (found in PART G – ATTACHMENTS, Attachment G).

7.2.2 Table of Contents (immediately follows cover letter)

Table of contents is required to clearly identify the contents of your proposal, including page and section references.

7.2.3 Executive Summary

The Executive Summary, shall condense and highlight the contents of the Proposer's proposal to provide DCFS with a broad understanding of the Proposer's approach, qualifications, experience, and staffing of the Proposer's present organization.

7.2.4 Explanation of Experience

7.2.4.1 Proposer shall include the organization's past and present experience (including dates) in providing advocacy services performed on behalf of families in the proposed DCFS office boundary/SPA.

7.2.4.2 Proposer shall also include the organization's past and present (including dates) participation in Community Collaboratives, if any, and the Proposer's role in those Collaboratives and their accomplishments. Also, the Proposer shall include information as to the experience of each individual, agency, or organization identified as part of their Collaborative.

7.2.4.3 Additionally, Proposer shall also describe the geographical location and communities the Proposer has served and in which DCFS office boundary or SPA, if applicable, such services were provided. SPA map is included in PART G, ATTACHMENTS, Attachment A.

7.2.5 Certification of "No Conflict of Interest" (Form 1)

Proposer shall complete and submit the Certification of "No Conflict of Interest." This certifies that no employee who prepared or participated in the preparation of this proposal, is within the purview of County Code Section 2.180.010.

7.2.6 Offer to Perform and Acceptance of Terms and Conditions (Form 2)

Proposer shall complete, sign, and submit the Offer to Perform and Acceptance of Terms and Conditions form.

7.2.7 List of Subcontractors (if applicable) (Form 3)

Proposer shall complete and submit the List of Subcontractors form, listing all subcontractors who will work under the resulting Agreement. If subcontractors will not be used, please state.

7.2.8 Certification Regarding Lobbying (Form 4)

Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer have and will comply with the ordinance during the RFP process.

7.2.9 Proposer's/Offeror's EEO Certification (Form 5)

Proposer shall complete and submit the Proposer’s/Offeror’s Equal Employment Opportunity Certification form.

7.2.10 Community Business Enterprise (CBE) Forms (Form 6)

Proposer shall complete and submit the CBE forms.

7.2.11 Current Members of Board of Directors/Other Agencies (Form 7)

Proposer must submit a list of names of the current members of its Board of Directors. If applicable, Proposer must indicate the names of other agencies/Boards on which its Board members also serve. This list should also include the names of persons with whom the Proposer has been associated in business as partners or business associates in the past five (5) years.

7.2.12 Board of Director's Resolution (Form 8)

Proposer shall complete and submit the Board of Director's Resolution.

7.2.13 Recent Performance History (Form 9)

7.2.13.1 Proposer must submit a list of all current and previous County contracts within the last five (5) years showing year, type of services, dollar amount of services provided, location, and contracting agency, including name and phone number of the contact person on the contract.

7.2.13.2 Contracts terminated within the past three (3) years must be listed separately with reason for termination.

7.2.13.3 A minimum of three (3) contracting agencies may be contacted for reference.

7.2.13.4 It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. County may disqualify a Proposer if:

- References fail to substantiate Proposer's description of the services provided; or
- DCFS 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.

7.2.14 Proposer Involvement in Litigation/Contract Compliance Difficulties (Form 10)

Proposer shall 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. Proposer shall provide a statement describing the size and scope of any pending or threatened litigation against the Proposer or principals of the Proposer.

7.2.15 Attestation of Willingness to Consider GAIN/GROW Participants for Employment (Form 11)

Proposer must complete and submit the Attestation of Willingness to Consider GAIN/GROW Participants form.

7.2.16 Jury Service Program (Form 12)

Proposer must complete and submit this form to either: (1) request an exception from the program requirements or, (2) certify compliance.

7.2.17 Proposer's Certification (Form 13)

Proposer must complete and submit the Proposer's certification certifying that all statements in its response to this RFP are true.

7.2.18 Contractor's Administration (Form 14)

Proposer must complete and submit the Contractor's Administration form.

7.2.19 Agency By-Laws

Proposer must submit Agency By-Laws.

7.2.20 Tax Status

Proposer shall submit verification of Tax Status from Internal Revenue Service (IRS) and State of California Franchise Tax Board, their Articles of Incorporation, along with a certified copy of their most recent annual Statement of Information (e.g. California State Form SI-100) filed with the Secretary of State, which was renewed within the last year.

7.2.21 Organizational Data

Proposer must submit an organizational chart which is inclusive of executives as well as the Proposer's Project Director, and which includes the names and titles of personnel anticipated to work on this contract. Proposer must include copies of job descriptions for each staff position anticipated to work under this Agreement.

7.2.22 Licenses and Permits

Proposer must submit copies of all pertinent licenses and permits required for the provision of the specified services (i.e. business licenses, etc.).

7.2.23 Proof of Insurability

Proposer must submit a certificate of insurance or a letter of certification (e.g. Accord Certificates) from an insurance company, acceptable to the County, setting forth that adequate insurance coverage (as further described in PART F, SAMPLE AGREEMENT, subsection 8.25, General Insurance Requirements) will be available at the time of award of contract. Letters of Intent from insurance brokers will not be considered acceptable substitutes.

7.2.23.1 **Please Note**: The County's SPARTA program (Part A, Section 28.0) may not be able provide all of the insurance coverage requirements specific to this RFP.

7.2.24 Registration in County's WebVen

Proposer shall submit confirmation of registration in the County's WebVen.

7.2.25 Contractor Joint Ventures and/or Partners

Proposer shall list names of all joint ventures and/or partners. Proposer shall include any "Letters of Commitment to Participate" from all proposed subcontractor agencies, if any, or others having any right or interest in this contract or the proceeds thereof. This page shall include the signature of the person(s) authorized to bind the Proposer in a contract (as indicated on Form 8 above).

7.3 **Section I-A** of the proposal shall be the Program Specific Required Forms and shall contain the following forms, signed/dated where applicable, as follows:

7.3.1 **<u>For Family Support Program Proposal also include Form FS-1</u>**

7.3.1.1 Form FS-1 FS Proposed Service Delivery Sites

7.3.2 **For Family Preservation Program Proposal also include Form FP-1**

7.3.2.1 Form FP-1 FP Proposed Service Delivery Sites

7.3.3 **For Adoption Promotion and Support Services Proposal also include Form APSS-1**

7.3.3.1 Form APSS-1 APSS Proposed Service Delivery Sites

7.4 **Section II** of the proposal shall be the Proposal Narrative and must be included in all proposal submissions regardless of program type (FS, FP, or APSS). This section is not to exceed ten (10) single-sided, single-spaced pages, not including attachments developed for this section, and shall include the following information:

7.4.1 When, how and for what purpose the Proposer organization began, how it is organized and the role of its governing body in providing leadership.

7.4.2 Proposer's experience in delivering the proposed services. Proposer must provide relevant experience which demonstrates that they meet the minimum requirements and have the capability to deliver the proposed services as stated in the respective Statement of Work.

7.4.3 The narrative shall identify any individuals, agencies, or community organizations (including dates) that the Proposer's organization intends to become part of their Collaborative and the role each individual, agency or organization will play in providing the services as stated in the respective Statement of Work.

7.4.4 The narrative shall identify which of the three separate programs (FS, FP, and/or APSS), Proposer is submitting separate proposal(s) in response to this RFP.

7.4.5 The narrative shall identify which of the four service delivery models Proposer is proposing, as indicated in PART A, subsection 1.4. Additionally, identify what the Proposer proposes to accomplish by providing a continuum of services through the proposed service delivery model.

7.4.6 Proposer shall attach a list identifying the organization's proposed subcontractors (if applicable) for this contract. This list shall include names, addresses, phone and fax numbers, and a description of

the direct services each will provide. (Proposer may use the same list identified in Section 7.2.6, List of Subcontractors, Form 3 above).

7.5 **Section III** of the proposal shall be the Program Specific Narrative and must not exceed fifteen (15) single-sided, single-spaced pages, not including attachments developed for this section, and shall include the following information:

7.5.1 **For Family Support Program Proposal include the following:**

7.5.1.1 What the Proposer proposes to accomplish by delivering the proposed FS services and Linkage Services as stated in the FS Statement of Work.

7.5.1.2 Explanation of Proposer's three most important program successes as it relates to the proposed service.

7.5.1.3 Explanation of Proposer's experience as it relates to meeting the FS Statement of Work's Outcome and Performance Target for Safety.

7.5.1.4 A staffing plan that meets or exceeds the requirements of the respective Statement of Work and include all full-time and part-time employees/volunteers. Proposers shall include a copy of the resumes and a copy of the degrees/licenses, as applicable, of all current staff and volunteers.

7.5.1.5 A staff training plan that meets or exceeds the requirements of the Statements of Work. Proposer shall also submit an on-going staff training plan that meets or exceeds the requirements of the FS Statements of Work.

7.5.1.6 A plan for supervision that includes all full-time and part-time employees, including volunteers.

7.5.2 **For Family Preservation Program Proposal include the following:**

7.5.2.1 What the Proposer proposes to accomplish by delivering the proposed FP services including: (1) the required Primary FP Services; (2) the required Supplemental Services; and (3) Linkage Services as stated in the FP Statement of Work.

7.5.2.2 Explanation of Proposer's three most important program successes as it relates to the proposed service.

7.5.2.3 Explanation of Proposer's experience as it relates to meeting the FP Statement of Work's Outcomes and Performance Targets for Safety, Permanence, and Well-Being.

7.5.2.4 FP Proposer shall submit a staffing plan that meets or exceeds the requirements of the respective Statement of Work and include all full-time and part-time employees/volunteers. Proposers shall include a copy of the resumes and a copy of the degrees/licenses, as applicable, of all current staff and volunteers.

7.5.2.5 FP Proposer shall submit a staff training plan that meets or exceeds the requirements of the Statements of Work. Proposer shall also submit an on-going staff training plan that meets or exceeds the requirements of the FP Statements of Work.

7.5.2.6 FP Proposer shall submit a plan for supervision that includes all full-time and part-time employees, including volunteers.

7.5.3 **For Adoption Promotion and Support Services Proposal include the following:**

7.5.3.1 What the Proposer proposes to accomplish by delivering the proposed APSS services as stated in the APSS Statement of Work.

7.5.3.2 Explanation of Proposer's three most important program successes as it relates to the proposed service.

7.5.3.3 Explanation of Proposer's experience as it relates to meeting the APSS Statement of Work's Outcome and Performance Target for Permanence.

7.5.3.4 A staffing plan that meets or exceeds the requirements of the respective Statement of Work and include all full-time and part-time employees/volunteers. Proposers shall include a copy of the resumes and a copy of the degrees/licenses, as applicable, of all current staff and volunteers.

7.5.3.5 A staff training plan that meets or exceeds the requirements of the Statements of Work. Proposer shall also submit an on-going staff training plan that meets or exceeds the requirements of the APSS Statement of Work.

7.5.3.6 A plan for supervision that includes all full-time and part-time employees, including volunteers.

7.6 **Section IV** of the proposal shall be the Quality Assurance (QA) Plan Summary and must not exceed ten (10) single-sided, single-spaced pages, not including attachments developed for this section, and shall include the following information:

7.6.1 The QA Plan Summary shall describe how the Proposer organization will document the services it will provide and how Proposer's services will meet the objectives required by the County under this Agreement. In addition, the plan must assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, completeness, consistency, and conformity to the requirements set forth in the Agreement's Statement of Work.

7.6.2 If Proposer is selected for recommendation, Proposer shall submit to DCFS Program Manager for approval, within 30 days of execution of any resultant Agreement, its written QA Plan.

7.6.3 If deemed necessary by DCFS, revisions to the QA Plan will be negotiated with the Project Manager. In the event a revision is necessary, Contractor agrees to work in collaboration with DCFS to implement mutually agreed upon revisions, which will not materially change the QA Plan Summary.

7.7 **Section V** of the proposal shall include the Proposer's Financial Capability as follows:

7.7.1 Proposer shall submit a Proposed Budget as described in PART F, SAMPLE AGREEMENT, subsection 5.2 and a Budget Justification Narrative. The Proposed Budget (see sample in PART H, EXHIBITS, Exhibit B) shall collectively represent all costs associated with this program. Proposers must also provide a line item budget and budget narrative justifying each line item identified on the line item budget. Submit a separate set of line item budgets and budget justification narratives for each full year of the three-year project period. Submitted budgets should clearly reflect the costs for the program. PART G, ATTACHMENTS, Attachment F, Instructions for Preparing Budget Justification Narrative and Line

Item Budget, has been provided to assist the Proposer in completing this section.

7.7.1.1 Budget submitted for FS

Budgets submitted for FS shall adhere to the maximum ten percent (10%) administrative cost cap as required per The Catalog of Federal Domestic Assistance, Section 93.556. Adherence to this requirement will be evaluated during the proposal evaluation process.

7.7.1.2 Budget submitted for FP

Budgets submitted for FP shall adhere to a ten percent (10%) administrative cost cap. Adherence to this requirement will be evaluated during the proposal evaluation process.

Budgets which indicate administrative costs greater than 10% shall have attached, a current federally approved administrative cost rate letter. Such budgets may be considered and evaluated during the proposal evaluation process.

7.7.1.3 Budget submitted for APSS

Budgets submitted for APSS Services shall adhere to the maximum ten percent (10%) administrative cost cap as required per The Catalog of Federal Domestic Assistance, Section 93.556. Adherence to this requirement will be evaluated during the proposal evaluation process.

Contractor providing services for APSS shall provide the following services: (1) Individual, group and family therapy (reimbursed through Medi-Cal); (2) Adoptive parent mentor program; (3) Support and discussion groups; (4) Case Management services; and (5) Linkage services.

7.7.2 Proposer shall submit an agency-wide Cost Allocation Plan with the proposed budget. The Cost Allocation Plan shall include costs for any and all proposed services listed in the budget submitted for this RFP and shall be in accordance with the Auditor-Controller Handbook and applicable OMB Circulars.

7.7.3 Proposer shall submit copies of their organization's most current and prior two (2) fiscal years (for example 2004, 2003 and 2002)

audited financial statements. Statements should include the agency's assets and liabilities and net worth. This statement shall be audited by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to any resultant contract. Include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be evaluated for financial stability and kept confidential as provided under PART A, Section 14.0 of this RFP, if so stamped on each page.

7.7.4 Certification of Independent Price Determination (Form 15)

Proposer shall complete and submit the Certification of Independent Price Determination form.

7.7.5 Certification of Fiscal Compliance (Form 16)

Proposer shall complete and submit the Certification of Fiscal Compliance form.

7.7.6 Revenue Disclosure (Form 17)

Proposer shall complete and submit the Revenue Disclosure form.

7.7.7 Proposer Certification of Ownership and Financial Interest in any other business (Form 18)

Proposer must disclose whether Proposer holds a controlling interest in any other organization and/or has a financial interest in any other business. Proposer must also disclose whether Proposer is owned or controlled by any other person or organization.

7.7.8 Proposer's Commitments (Form 19)

Proposer must prepare and submit a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the contract. If Proposer has no commitments or potential commitments, it must provide a statement certifying that it has none.

7.8 Last Page of Proposal

The last page of the proposal must list names of all persons having any right or interest in this agreement or the proceeds thereof. The page must include the signature of the person(s) authorized to bind the Prospective Contractor in an agreement.

If your organization is a Corporation, two officials of the agency must sign the last page of the proposal. The names of the individuals signing must appear on the Corporation's Annual Information Statement filed with the Secretary of State and must be:

a. any one of the Chairman of the Board, the president, or any vice president, and

b. any one of the secretary, assistant secretary, chief financial officer, or assistant treasurer

If one or more of these executors cannot sign the contract, a corporate resolution specifically authorizing the execution of this Agreement by the signing individual(s) must be attached.

If your organization is <u>not</u> a corporation (i.e., sole proprietorship or partnership), the proprietor or, if applicable, each of the partners in the partnership must sign the last page of the proposal.

Continued on next page

Respectfully submitted,

_____
(Firm or Corporate Name)

By _____
Signature

_____
Print Name

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

By _____
Signature

_____
Print Name

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

Date _____

Address _____

City _____

Zip Code _____

Telephone _____

Facsimile _____

_____
Tax Identification Number

PART C – SELECTION PROCESS AND PROPOSAL EVALUATION CRITERIA

1.0 SELECTION PROCESS

1.1 COUNTY reserves the sole right to judge the contents of the proposals submitted by Proposer in the review, evaluation and selection of the successful proposal.

1.2 DCFS will evaluate each proposal for responsiveness to format requirements. Proposals that do not pass this evaluation may be considered non-responsive and the proposal may be rejected, at the County's sole discretion.

1.3 DCFS will evaluate the responsibility of Proposer. Proposals that do not pass this evaluation may be considered non-responsible and the proposal may be rejected, at the County's sole discretion.

1.4 Proposals which are responsive to format requirements and that are submitted by responsible Proposers will then be evaluated and scored by an evaluation committee. This process is further described in Section 2.0 below.

1.5 A recommendation to award an Agreement to the highest scoring Proposer, provided the highest score is greater than 75% based on a 100,000 point scale, will be made to the Board of Supervisors, which by law must exercise its judgment and discretion concerning the selection of proposals and the terms of any resultant Agreement. In addition, the COUNTY has the option, in its sole discretion, to reject all proposals submitted in response to this RFP.

1.6 In the event a tie score occurs, the COUNTY reserves the right to break the tie by: (1) drawing lots; or (2) request additional information beyond that provided in the proposal and make a decision based on the additional information received. COUNTY reserves the right to select, in its sole discretion, the Proposer that is deemed to be in the COUNTY's best interest. Proposers may not provide additional information which is unsolicited by COUNTY.

1.7 COUNTY reserves the right to waive, at its sole discretion, any formality in the selection process in order to expedite such process, accommodate minor human error by the COUNTY or Proposer's personnel, or respond to unforeseeable conditions.

2.0 EVALUATION CRITERIA

2.1 Each proposal will be evaluated on its own merit. Proposals will also be evaluated by service category, and service area (e.g. DCFS office boundary, SPA and County-wide Service Category). While the Proposal Narrative, Program Specific Narrative, Quality Assurance Plan Summary, and Financial Capability are important factors in the selection process, the determination of Proposer's responsiveness and determination of Proposer's responsibility as defined in PART A, Section 2.0, are significant factors in the overall evaluation. Proposers found either non-responsive or non-responsible shall be excluded from further evaluation.

2.2 A standardized proposal rating instrument developed for this RFP will be used by a proposal evaluation committee to: (1) determine Proposer's responsiveness; (2) evaluate Proposer's responsibility; and (3) give a range of scores for the Proposal Narrative, Program Specific Narrative, Quality Assurance Plan Summary, and Financial Capability sections of the proposal. Scoring will be as follows:

2.2.1 Responsiveness Determination Pass/Fail

An initial "pass/fail" determination will be made of proposals to determine compliance with the general guidelines and format requirements of this RFP, as outlined in PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS. Failure to: (1) adhere to proposal format; (2) meet the minimum requirements; (3) submit the required forms as outlined in PART B, Section 7.0, subsections 7.2 and 7.3; and (4) respond as required under the terms of the RFP may result in rejection of the proposal and eliminate it from further review. Adding any conditions to the proposal which are not specified, authorized or requested may also result in the proposal's rejection and elimination from further review. COUNTY reserves the right to waive minor irregularities and/or inconsequential or immaterial defects.

2.2.2 Responsibility Determination Pass/Fail

A "pass/fail" determination will be made of proposals to determine the responsibility of Proposer as defined in PART A, Section 2.0.

2.2.3 Proposals which "pass" under 2.2.1 and 2.2.2 above shall then be scored according to specific criteria based on a standardized proposal rating instrument developed for this RFP, as follows:

2.2.4 Proposal Narrative 2,200 Points Possible

As outlined in PART B, Section 7.0, subsection 7.4, Section II.

2.2.5 Program Specific Narrative 2,400 Points Possible

As outlined in PART B, Section 7.0, subsection 7.5, Section III.

2.2.6 Quality Assurance Plan Summary 3,000 Points Possible

As outlined in PART B, Section 7.0, subsection 7.6, Section IV.

2.2.7 Proposer's Financial Capability 2,400 Points Possible

As outlined in PART B, Section 7.0, Subsection 7.7, Section V.

2.3 For this RFP, each proposal can receive a total score of ten thousand (10,000) points possible.

2.4 Proposals submitted which reflect service delivery models addressed in Part A—General Information, Sections 1.4.1, 1.4.2, and 1.4.3, may be awarded up to five hundred (500) possible points, in addition to the ten thousand points listed in Part C, Section 2.3 above. These proposal scores will be averaged, and then increased by the possible points. This new total composite score will then be ranked against other proposals in their appropriate service categories and area. If the new total composite score is not the highest scoring in all service categories and area, then each proposal will revert to its original proposal score and will be weighted as such.

3.0 DISQUALIFICATION REVIEW

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

3.2 Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by May 11, 2005. Requests for a Disqualification Review not timely submitted will be denied.

3.3 A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a Proposer;

2. The request for a Disqualification Review is submitted timely; and,

3. The request for a Disqualification Review asserts that DCFS' determination of disqualification due to proposal 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.

3.4 The Disqualification Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

4.0 NOTIFICATION OF AWARD OF AGREEMENT

4.1 After the evaluation of proposals and final consideration of all pertinent information available, all Proposers will be notified in writing of the results of their evaluation. The notice shall not create rights, interests, or claims of entitlement in any of the Proposers.

4.2 Provided that there are no protests, the selected highest scoring Proposer will be recommended by the Director of DCFS to the Board of Supervisors to enter into the Agreement resulting from this RFP. The recommendation shall in no manner bind the Board of Supervisors to the selection of any proposal nor to the terms of any resultant agreement.

4.3 Following the protest process, (in the event of a submitted protest) COUNTY will notify all Proposers of the COUNTY's final selection. The notice shall not create rights, interests, or claims of entitlement in the resulting highest scoring Proposer. The resulting highest scoring Proposer will be recommended by the Director of DCFS to the Board of Supervisors to enter into the Agreement resulting from this RFP. The recommendation shall in no manner bind the Board of Supervisors to the selection of any proposal nor to the terms of any resultant agreement.

4.4 The highest scoring Proposer shall be prepared to enter into an Agreement with the COUNTY which shall be substantially the same as the Sample Agreement, Statement of Work, Exhibits, and Attachments included in this RFP. Notwithstanding, COUNTY reserves the right to add terms and conditions, deemed to be in the best interest of the COUNTY, prior to execution of the Contract. Any such terms and conditions shall be

within the scope of the RFP and shall not affect the basis of proposal evaluations.

5.0 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

5.1 Departmental Debriefing Process

5.1.1 Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, DCFS shall notify the remaining Proposers in writing that DCFS is entering into negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.

5.1.2 The purpose of the Debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.

5.1.3 If the Proposer is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the manner set forth below for review of DCFS' recommendation for contract award.

5.2 Proposed Contractor Selection Review

5.2.1 Proposer may submit a written request for a Proposed Contractor Selection Review if they assert that their proposal should have been determined to be the highest-scored proposal because of one of the following reasons:

5.2.1.1 DCFS 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.

5.2.1.2 DCFS 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.

5.2.1.3 A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

5.2.1.4 Another basis for review as provided by state or federal law.

5.2.2 Upon completing the Proposed Contractor Selection Review, the County shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

5.3 County Review Panel Process

5.3.1 If the Proposer is not in agreement with the results of DCFS' proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.

5.3.2 Upon completion of the Panel's Review, the Panel will forward its report to DCFS, which will provide a copy to the Proposer.

6.0 FORMAL BOARD APPROVAL OF AGREEMENT

Acceptance or recommendation of a Proposer does not constitute formation of an Agreement. An Agreement can be created only by formal approval and execution by the Board of Supervisors and executed according to law.

EXHIBIT A-1

FAMILY SUPPORT PROGRAM

STATEMENT OF WORK

MARCH 2005

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY SUPPORT PROGRAM

STATEMENT OF WORK

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STATEMENT OF WORK

PART A. INTRODUCTION

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can Do Attitude
- Respect for Diversity

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving

these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- There is no “wrong door”: wherever a family enters the system is the right place.

- Families receive services tailored to their unique situations and needs.

- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

• Introduce themselves by name
• Listen carefully and patiently to customers
• Be responsive to cultural and linguistic needs
• Explain procedures clearly
• Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

• Provide services as promptly as possible
• Provide clear directions and service information
• Outreach to the community and promote available services
• Involve families in service plan development

• Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

• Ensure a safe environment
• Ensure a professional atmosphere
• Display vision, mission, and values statements
• Provide a clean and comfortable waiting area
• Ensure privacy
• Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 OVERVIEW

2.1 The Promoting Safe and Stable Families (PSSF) program is a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, and adoption promotion and support services to accomplish the following objectives:

2.1.1 To prevent child maltreatment among families at risk through the provision of supportive family services.

2.1.2 To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.

2.1.3 To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.

2.1.4 To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

2.2 In accordance with the PSSF philosophy, the Department of Children and Family Services (DCFS) contracts with community-based agencies to provide coordinated services to strengthen and preserve families. DCFS

has established the following priorities for children: (1) safety; (2) permanency; and (3) well-being. The primary focus of the Family Support (FS) Program is the safety of children receiving FS services.

2.2.1 Safety: Safety is defined as freedom from abuse and neglect. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C of this Statement of Work (SOW).

2.2.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, relative guardianship, or other legal guardianship.

2.2.3 Well-Being: This priority refers to a child's educational, medical, dental, psychological and psychiatric well-being and emancipation preparation.

2.3 CONTRACTORS shall provide FS services for at risk families. The goals of the FS program (1) promote the safety of children and families and increase the strength and stability of families; (2) increase parents' confidence and competence in their parenting abilities to enhance child development; (3) provide children a safe, stable, and supportive family environment; and (4) strengthen parental relationships, promote healthy marriages and otherwise enhance child development. CONTRACTORS shall perform the services listed in Part C of this SOW to accomplish the goals listed in this Section 2.0

3.0 DEFINITIONS

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

3.1 **Abuse** shall be defined as any act resulting in a non-accidental physical injury; or any act of sexual exploitation of a child.

3.2 **Adoption Promotion and Support Services** shall be defined as services that are designed to encourage more adoptions out of the DCFS foster care system.

3.3 **Adoptive Parent** shall be defined as a person(s) who has adopted, or is in the process of adopting, a child or children.

3.4 **Case Record** shall be defined as CONTRACTOR's forms, reports, and documents relating to FS services for the child and/or the family.

3.5 **Child Health and Disability Prevention (CHDP)** shall be defined as a complete health assessment for the early detection and prevention of disease and disabilities in children and youth. The health assessment consists of a health history, a full physical examination, developmental, nutritional and dental assessments, vision and hearing tests, laboratory tests (for anemia, tuberculosis and lead poisoning, among others), and immunizations at specified intervals, and/or as needed.

3.6 **Collaborative** shall be defined as the CONTRACTOR's relationship, whether formal or informal, with other community agencies and/or resources who serve clients and share accountability for achieving outcomes on their behalf in the same community as those served by the CONTRACTOR.

3.7 **Community** shall be defined as a group of people in a specific geographical area, which share common cultural identities, such as political, religious, and philosophical beliefs.

3.8 **Community Advisory Council (CAC)** shall be defined as a group of community representatives, stakeholders, parents/caregivers, and residents from the community who conduct ongoing reviews of the services offered by the FS CONTRACTOR.

3.9 **Community-based Organization** is a community that serves or represents one or more neighborhoods, city or county locales and is located within its service area.

3.10 **Community Leaders** shall be defined as persons in a community who have initiated and/or taken charge of projects that benefited the community as a whole.

3.11 **Contract** shall be defined as an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of this Statement of Work.

3.12 **Contract Payment Unit** shall be defined as the DCFS unit responsible for processing CONTRACTOR's invoices.

3.13 **Contract Start Date** shall be defined as the date CONTRACTOR shall begin to perform Family Support Services pursuant to the terms of this Contract.

3.14 **CONTRACTOR** shall be defined as the sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

3.15 **CONTRACTOR Project Manager** shall be defined as the individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

3.16 **COUNTY** shall be defined as the County of Los Angeles.

3.17 **COUNTY Contract Program Monitor** shall be defined as the person with responsibility to oversee the day-to-day activities of this Contract. This includes responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.

3.18 **COUNTY Program Director** shall be defined as the 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.

3.19 **COUNTY Program Manager (CPM)** shall be defined as the person designated by COUNTY's Program Director to manage the operations under this Contract.

3.20 **CSW** shall be defined as a Children's Social Worker from the Department of Children and Family Services.

3.21 **Data Entry Staff** shall be defined as staff that has data entry knowledge and experience.

3.22 **Day** shall be defined as calendar day(s) unless otherwise specified.

3.23 **DCFS** shall be defined as the County of Los Angeles Department of Children and Family Services.

3.24 **Deliverable** shall be defined as a tangible, measurable task, service, or activity required under this Contract.

3.25 **DHS** shall be defined as the Department of Health Services.

3.26 **Differential Response** shall be defined as the FS services provided to families with unfounded referrals of child abuse or neglect, but who remain at risk and are in need of preventive services.

3.27 **Director** shall be defined as the Director of the Department of Children and Family Services.

3.28 **DMH** shall be defined as the Department of Mental Health.

3.29 **Family** shall be defined as a social unit(s), including, but not limited to, birth parent(s), blood relative(s), adoptive parent(s), legal guardian(s), non-relative extended family member(s) and foster parent(s), and the children that they rear and care for.

3.30 **Family Support (FS) Services** shall be defined as services for at risk families.

3.31 **Family Support Services Individual Family Service Log** shall be defined as a log completed by the CONTRACTOR or Subcontractor listing each Family Support Service the family has received.

3.32 **First 5 LA** shall be defined as a commission nominated by the Los Angeles COUNTY Board of Supervisors, Department of Health Services, Department of Mental Health, Office of Education, and other children and families organizations throughout the COUNTY to support and strengthen families with young children up to age five (5).

3.33 **Fiscal Year** shall be defined as the twelve (12) month period of time beginning July 1st and ending the following June 30th.

3.34 **Follow-up Services** shall be defined as CONTRACTOR's follow-up to ensure that CONTRACTOR's referrals to Community resources are providing the appropriate services to families.

3.35 **Licensed Clinical Social Worker (LCSW)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide clinical social work or mental health treatment services.

3.36 **Linkage Service** shall be defined as a CONTRACTOR's responsibility to refer clients to bonafide resources to provide non-reimbursable services or resources that are outside the scope of the CONTRACTOR's services. Clients shall be referred to non-profit social service organizations founded for religious, charitable or social welfare purposes, that are tax exempt under 501(c) of the Internal Revenue Code.

3.37 **Neglect** shall be defined as the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. California law defines two categories of physical neglect: severe neglect and general neglect. a) Severe Neglect – The negligent failure of a parent or caregiver to protect the child from severe malnutrition or medically diagnosed non-organic failure to thrive. It also includes those situations of neglect where the parent or caregiver willfully causes or permits the person or health of

the child to be placed in a situation such that his or her person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care. b) General Neglect – The negligent failure of a parent or caregiver to provide adequate food, clothing, shelter, medical care or supervision where no physical injury to the child has occurred.

3.38 **Non-Relative Extended Family Member** shall be defined as an unrelated adult/caregiver who has an established relationship with a child.

3.39 **Outcomes** shall be defined as the results for children and families that the CONTRACTOR is expected to accomplish.

3.40 **Out-stationed Staff** shall be defined as DCFS staff stationed at a facility other than a DCFS office.

3.41 **Paraprofessional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services, but who do not possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field.

3.42 **Performance Targets** shall be defined as measurable benchmarks which guide performance toward a desirable result.

3.43 **Professional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services and possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling or a closely related field.

3.44 **Project** shall be defined as the work to be performed by CONTRACTOR.

3.45 **Promoting Safe and Stable Families Program** shall be defined as a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services.

3.46 **Regional Center** shall be defined as a private agency that contracts with the California Department of Developmental Services (CDDS) to provide services to developmentally disabled children and adults.

3.47 **Service Completion** shall be defined as clients who, by mutual agreement between the family and the CONTRACTOR, agreed that all needed services have been received and the client does not require further assistance from the CONTRACTOR at that time.

3.48 **SPA** shall be defined as a Service Planning Area; furthermore, a Service Planning Area is any one of the eight geographic regions into which the COUNTY of Los Angeles has been divided for purposes of managing the delivery of COUNTY Services.

3.49 **Stakeholder** shall be defined as individuals and agencies from the community who are interested in the FS program and services provided by the CONTRACTORS.

3.50 **Structured Parent-Child Activities** shall be defined as social activities sponsored by a CONTRACTOR to facilitate and enhance positive child and family interaction.

3.51 **Subcontract** shall be defined as a contract between the CONTRACTOR and a third party to provide services or materials necessary to fulfill this Contract.

3.52 **Subcontractor** shall be defined as the third party who enters into a Contract with the CONTRACTOR whereby the third party agrees to provide FS services or materials necessary to fulfill this Contract.

3.53 **Team Decision Making** shall be defined as the departmental initiative to engage families in developing child safety and case plans focusing on families' strengths. Team Decision Making meetings shall include family, children, caregivers, resource staff, DCFS staff, and a trained DCFS facilitator.

3.54 **Technical Review** shall be defined as a COUNTY evaluation of a CONTRACTOR's FS program to ensure effective implementation and Contract compliance.

4.0 STAFFING

4.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met:

4.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances and background checks have been conducted for all CONTRACTOR's staff and volunteers as well as all Subcontractor staff, prior to beginning and continuing work under any resulting Contract (see section 8.17, Criminal Clearances, of Sample Contract). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR regardless of whether the CONTRACTOR's or Subcontractor's staff passes or fails the background and/or criminal clearance investigation.

4.1.2 Language Ability: CONTRACTOR's personnel who are performing services under this Contract shall be able to read, write, speak, and understand English in order to conduct business with the COUNTY.

4.1.3 Service Delivery: CONTRACTOR shall ensure all Professional and Paraprofessional Staff and volunteers providing FS services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community CONTRACTOR proposes to provide services.

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

4.2.1 Paraprofessional Staff: There are no minimum degree requirements for Paraprofessional staff, however, CONTRACTOR shall ensure that all Paraprofessional staff possess the expertise and experience necessary to provide direct client services as required in this SOW.

4.2.2 Professional Staff: Professional staff shall have, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling or a closely related field. CONTRACTOR shall obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.

4.2.3 Project Manager: The Project Manager shall have, at minimum, a Bachelor's degree from an accredited school in a social science or a closely related field and two years full-time management experience in a social service agency.

4.3 Staff Training, Records and Reporting

4.3.1 CONTRACTOR shall train all Professional and Paraprofessional staff and volunteers providing FS services no later than thirty (30) business days from their start hire date. This training shall consist of a minimum of forty (40) hours including, but not limited to: (1) identifying child safety issues; (2) instructing staff and volunteers in mandated reporting requirements; (3) working

with families affected by abuse and neglect; (4) learning methods of identifying and building family strengths; (5) helping parents build on their own skills and confidence; (6) promoting positive parent-child and family interaction; (7) learning record keeping procedures and reporting requirements; (8) becoming familiar with PSSF legislation; (9) cultural awareness training; and (10) linking families to community services and resources.

4.3.2 CONTRACTOR shall ensure all staff and volunteers providing FS services receive a minimum of eight (8) hours per quarter of ongoing in-service training. CONTRACTOR shall conduct weekly supervision reviews with all staff and volunteers.

4.3.3 All CONTRACTORS shall attend a mandatory Orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the Orientation.

4.3.4 CONTRACTOR shall maintain documentation in the personnel files of Professional and Paraprofessional staff and volunteers of: (1) all training hours and topics; (2) copies of all Professional and Paraprofessional staff and volunteer resumes, degreed certificates, and professional licenses; and (3) current criminal clearances.

4.3.5 CONTRACTOR shall provide the COUNTY Program Manager, at the beginning of each Contract term and within 15 days of any staff changes, a roster of all staff that includes: (1) name and positions; (2) work schedule; and (3) e-mail address, fax and telephone numbers.

4.3.6 CONTRACTOR shall advise the COUNTY's Program Manager in writing of any changes in CONTRACTOR's key personnel at least twenty-four (24) hours before proposed change(s), including name, address, telephone number, and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occurs as a result of the change in personnel.

5.0 ADMINISTRATIVE TASKS

5.1 Community/Network Meetings

5.1.1 CONTRACTOR shall hold Community Advisory Council (CAC) meetings quarterly to discuss and review community services.

5.1.2 CONTRACTOR shall hold Subcontractor/Network meetings quarterly to discuss and review their services. These meetings may be combined with CAC meetings.

5.1.3 CONTRACTOR shall make its facilities available for Team Decision Making Meetings and case planning meetings for DCFS families/children.

5.2 Records/Reports

5.2.1 CONTRACTOR shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets and minutes of all FS, CAC, and Subcontractor/Network meetings, and make them available to COUNTY Program Manager upon request.

5.2.2 CONTRACTOR shall be available for technical reviews as requested by COUNTY Program Manager. Technical reviews shall be conducted semi-annually or as determined by COUNTY Program Manager.

5.2.3 CONTRACTOR shall submit the Family Support Services Monthly Summary Report, Exhibit FS-1, by mail to the COUNTY Program Manager by the 15th day of each month.

5.2.4 CONTRACTOR shall submit a completed Family Support Services Individual Family Service Log, Exhibit FS-2, to the COUNTY Program Manager by the 15th of each month for each family receiving services.

5.2.5 CONTRACTOR shall submit the Family Support Cumulative Monthly Linkage Report, Exhibit FS-3, to COUNTY Program Manager within thirty (30) days after the end of the fiscal year. CONTRACTOR shall make available upon request all accumulated linkage forms.

5.3 Days/Hours of Operation

CONTRACTOR's service delivery sites shall be open Monday through Friday, from 8:00 A.M. until 5:00 P.M, and shall not be closed more than three (3) consecutive business days, to provide FS to families. The County Program Manager will provide a list of County holidays to the Contractor at the time the Contract is awarded and at the beginning of each calendar year. In addition, CONTRACTOR's Project Manager or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the COUNTY's regular business

hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY inquiries and to discuss problem areas.

5.4 Computer and Information Technology Requirements

5.4.1 CONTRACTOR must acquire a computer system, within 30 days of commencement of the Contract, with the following hardware and software and an agreement for its on-site maintenance for the entire term of this agreement.

5.4.1.1 Basic Computer: (1) IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz; (2) 256 Megabytes of memory or more; and (3) Desktop screen resolution of 1024 x 768.

5.4.1.2 Software: (1) Microsoft Windows 2000 or Windows XP; and (2) Internet Explorer 5.5 or higher.

5.4.1.3 Internet Access: (1) High Speed Internet access (DSL or Cable Modem); and (2) establish linkages with the Web-based Application System (billing function) that is being implemented by COUNTY.

5.4.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, if applicable.

5.4.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-based Application System that is being implemented by COUNTY.

5.4.4 Prior to implementation of the Web-based Application System, CONTRACTOR shall submit original monthly invoices to the DCFS Contract Payment Unit and one copy to the COUNTY Program Manager for review and approval

CONTRACTOR shall send original invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

5.4.5 The COUNTY's new Web-based Application System will be implemented between four to six months after commencement of the Contract. Once the new Application System is available,

CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. CONTRACTOR must have available the necessary electronic equipment as set forth in Subsection 5.4.1 above. In addition to the electronic invoice, CONTRACTOR shall continue to send original hard copies of the invoices to the COUNTY Program Manager for review and approval.

5.4.6 COUNTY shall provide CONTRACTOR access to the Web-based application and ongoing maintenance and support of COUNTY's Application System. CONTRACTOR's data entry staff shall attend a computer based training to be provided by COUNTY and a one-day classroom training, if necessary, of the Application System. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the training session.

6.0 PARTNERSHIPS FOR FAMILIES INITIATIVE (PFF)

First 5 LA is developing child abuse prevention community-based services called PFF networks. The PFF networks are scheduled for implementation toward the end of 2005 to serve children 0-5 years old who are at risk of maltreatment. The purpose of the networks is to create community partnerships to increase the availability and accessibility of both formal services and informal supports for families before child protective services involvement is necessary. CONTRACTORS shall: (1) refer families to a PFF network as one of their Linkage services; and (2) Collaborate with PFF networks in joint planning on Community Advisory Councils.

7.0 SERVICE DELIVERY SITES

Services shall be provided at the service delivery sites listed on SOW Attachment A-1, CONTRACTOR's Service Delivery Sites. All service delivery sites listed on SOW Attachment A-1 shall be fully operational at the commencement of the Contract.

CONTRACTOR shall request approval from COUNTY Program Manager in writing at least thirty (30) days before terminating services at any of the location(s) listed on SOW Attachment A-1, Service Delivery Sites and/or before commencing services at any other location(s) not previously approved in writing by the COUNTY Program Manager.

CONTRACTOR shall also provide FS services in the family's home, neighborhood center, school, workplace or any other agreed upon place by the family and FS agency, thereby making FS services accessible and convenient for families.

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PART B. TARGET DEMOGRAPHIC

PART B. TARGET DEMOGRAPHIC

1.0 The target demographics for Family Support Services include the following:

1.1 Caregivers with inadequate parenting skills to successfully nurture their minor child(ren), including parents, relatives, non-relative extended family members, legal guardians, foster parents, or adoptive parents and their child(ren);

1.2 Families with pregnant and/or parenting teenagers;

1.3 Families, who are referred by DCFS Hotline and out-stationed staff, where there is an allegation of child abuse and/or neglect that is unfounded (Differential Response), but who are in need of services to avoid future DCFS involvement.

PART C. SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE OUTCOME 1.0 SAFETY		
PROVIDER & PROGRAM:		
PROGRAM TARGET GROUP: All families receiving FS services.		
PROGRAM GOAL AND OUTCOME: Safety – Children are, first and foremost, protected from abuse and neglect, and safely maintained in their homes, whenever possible.		
OUTCOME	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
No substantiated or multiple inconclusive child abuse and/or neglect referrals.	CWS/CMS	95% of families remain free from DCFS involvement twelve (12) months after FS service completion. *** CONTRACTOR shall cooperate with COUNTY in the collection of data related to the identification of families receiving FS services and establishing baseline data.**

1.0 SAFETY

PERFORMANCE OUTCOME GOAL: Children are protected from abuse and neglect, and safely maintained in their homes, whenever possible.

SERVICE TASKS:
CONTRACTOR shall be responsible for providing FS services to children and families residing in the Service Planning Area (SPA) that the CONTRACTOR will serve. CONTRACTOR will only be paid for actual costs incurred as specified in the Contract, Section 5.0, Contract Sum. CONTRACTOR shall provide: (1) two or more of the following reimbursable Family Support services: a) Emergency Basic Support Services; b) Structured Parent-Child and/or family centered activities; c) Employment Services; and d) Health, Parenting, and/or other education programs; (2) Linkage services as determined by the case plan; (3) Case Management services; and (4) Additional service tasks for DCFS families.

1.1 CONTRACTOR shall provide a minimum of two (2) of the following four (4) basic reimbursable Family Support services to families:

1.1.1 Emergency Basic Support Services: These are services CONTRACTOR provides to assist families with daily life necessities, such as: (1) vouchers to purchase clothing, utilities, food, furniture, household items, or school items; (2) transportation services; (3) housing assistance; and (4) minor home/car/appliance repair and gasoline, etc.

CONTRACTOR shall provide Emergency Basic Support Services only if unavailable through any other means to the family. These services shall prevent/reduce the risk of family disruption and out-of-home placement, and shall be directly related to the family plan goal. Emergency Basic Support Services shall not exceed $1,000 per family, per Contract year.

CONTRACTOR shall document in the case record any Emergency Basic Support Services provided including, but not limited to: (1) the assistance given; (2) the reason for giving the assistance; and (3) a copy of the original receipt with dollar amount and date of services or items purchased.

CONTRACTOR shall submit Monthly Reimbursement Invoice, Exhibit FS-6, for items purchased with the original receipts attached. Direct distribution of FS monies to families by CONTRACTOR or Subcontractor is prohibited.

1.1.2 Structured Parent-Child and/or Family-Centered Activities: These are group activities CONTRACTOR provides to improve parent-child and/or family relationships. These activities shall be designed to teach families how to: (1) spend quality time

together; (2) facilitate positive parent-child and family interaction; (3) share; and (4) interact with the community. These activities may include recreational and social activities such as field trips, parent-child or family dinners, recreational activities, holiday gatherings, etc.

1.1.3 Employment Services: These are services CONTRACTOR provides to improve a family's ability to obtain employment to meet their basic needs. These services include, but are not limited to: (1) remedial education; (2) career and vocational counseling; (3) employment preparation and job training; and (4) assistance with finding a job.

1.1.4 Health, Parenting, and/or Other Education Programs: These are services CONTRACTOR provides families to attain and maintain optimal functioning and family health including, but not limited to: (1) parenting skills; (2) problem solving and communication skills; (3) coping with stress; (4) family literacy; (5) household management and budgeting; and (6) meal planning and food preparation.

1.2 Linkage Services: CONTRACTOR shall have a new or existing linkage service with other community providers and resources located in the community the CONTRACTOR proposes to serve. CONTRACTOR shall refer a family to a linkage service whenever the family needs services and/or resources that are outside the scope of the CONTRACTOR's FS program. CONTRACTOR shall provide follow-up services to ensure all families referred to a linkage service receive the necessary service and/or resource. CONTRACTOR shall document all linkage referrals on Exhibit FS-2, Family Support Services Individual Family Service Log, and Exhibit FS-3, Family Support Cumulative Monthly Linkage Report. Linkage services shall include, but are not limited to the following:

1.2.1 Alcohol and Substance Abuse Treatment Services: These services provide rehabilitation for persons habituated to the use of alcohol and/or drugs, including inpatient, residential, or outpatient treatment services provided by the Department of Health Services.

1.2.2 Childcare Services: This service provides the planned care, supervision, and guidance of children from birth through school age by someone other than a parent or guardian for less than 24 hours. This care may be provided in the child's own home, a relative's home, a licensed family day care facility such as a private child care center, or a school/campus child care center. This service is for: (1) children who need socialization; or (2) parents or guardians who work and/or attend school or who require respite.

1.2.3 Domestic Violence Services: These services provided by a certified Domestic Violence Counselor Department of Mental Health (DMH) help families prevent further domestic violence.

1.2.4 Health Care Services: These services provided by Child Health Disability Prevention Program (CHDP) medical/dental providers or providers who offer equivalent services enable a family to alleviate or prevent health problems and ensure that the child(ren) receives the appropriate medical/dental examinations and follow-up treatment in accordance with the CHDP Periodicity Schedule.

1.2.5 Housing Services: These services assist families to: (1) negotiate with landlords; (2) advocate for suitable housing and space; (3) contact community legal agencies for assistance with eviction problems; and (4) help families obtain financial aid to cover rental costs and security deposits.

1.2.6 Mental Health Services: These services, provided by Department of Mental Health (DMH) certified Mental Health Service Rehabilitation Medi-Cal providers, offer: (1) psychological testing; (2) individual child and adult therapy; (3) family and group therapy; (4) evaluation for medication support; and (5) case planning and management.

1.2.7 Regional Center Services: These services provided by a Regional Center for children and adults with developmental disabilities provide assessment, case management, funding for rehabilitation services, respite care, out-of–home placement services, and information and referral.

1.2.8 Special Education Services: These services provided by a local public school provide Individual Education Plan (IEP) assessments for a child(ren) with emotional, physical, cognitive, or sensory impairment problems including attention deficit disorder or any chronic medical condition such as AIDS, cancer, heart disease, epilepsy, etc.

1.3 Case Management Services

1.3.1 The reimbursable case management services provided by CONTRACTOR shall include, but are not limited to, the following:

1.3.1.1 CONTRACTOR shall obtain information necessary to assist the family in determining which FS service and/or Linkage service is available and appropriate to address the family's needs.

1.3.1.2 CONTRACTOR shall develop, in partnership with the family, a written individualized service plan identifying the needs and strengths of the family, and the goals and services for the family (including information contained in the DCFS 800 form for DCFS referred families). CONTRACTOR shall make the service plan available to COUNTY Program Manager upon demand.

1.3.1.3 CONTRACTOR shall conduct ongoing reviews and documentation of the family's progress toward achieving their service plan and completion of the FS program.

1.3.1.4 CONTRACTOR shall document in the written individualized service plan the date of, and agreement by, the family to terminate services.

1.3.1.5 CONTRACTOR shall provide appropriate follow-up services within five business days from the date of referring a family to a linkage service.

1.3.1.6 CONTRACTOR shall document in the written individualized service plan the date of, and agreement by, the family to terminate services.

1.4 Additional Service Tasks for DCFS Families

1.4.1 CONTRACTOR shall accept and give priority to all DCFS families who are identified and referred by DCFS for FS services on a space available basis. In the event that the CONTRACTOR establishes a waiting list, the CONTRACTOR shall place the DCFS referred families on top of the waiting list by a first referred basis.

1.4.2 CONTRACTOR shall accept the DCFS 800, Exhibit FS-8, from the case-carrying CSW or Family Support Services Intake/Exit form, Exhibit FS-4, from another FS agency as an official referral of the family to the CONTRACTOR. Proof of referral receipt is by fax stamp.

1.4.3 CONTRACTOR shall make a home visit to the family within two (2) business days of receipt of referral.

1.4.4 CONTRACTOR shall notify case carrying CSW within two (2) business days when CONTRACTOR is unable to make contact with the DCFS referred family.

1.4.5 CONTRACTOR shall notify case carrying CSW within five (5) business days for non-cooperation or non-attendance of a family referred by DCFS.

1.4.6 CONTRACTOR shall notify the CSW within five (5) business days when a DCFS family moves out of the area served by the CONTRACTOR and refer the family to another FS agency as appropriate, using the Intake/Exit form, Exhibit FS-4.

1.4.7 CONTRACTOR shall develop a written individualized service plan with the family (including information contained in the DCFS 800 form for DCFS referred families) and shall make service plan available to FS program manager upon demand.

1.4.8 CONTRACTOR shall document in the written individualized service plan the date of and agreement by family to terminate services, and shall make the service plan available to the FS program manager upon demand.

1.4.9 CONTRACTOR shall provide FS services in the family's home, neighborhood center, school, workplace or any other agreed upon place by the family and FS agency, thereby, making FS services accessible and convenient for families.

2.0 EVALUATION AND OUTCOMES

2.1 Overview

Evaluative functions are used to set measurable targets for the CONTRACTOR's FS program operation and to use those targets to test the effectiveness and efficiency of the services and supports being developed. In addition, evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model.

This section focuses on collecting, managing, and using information to improve individual and organizational performance. The evaluation and outcomes framework for these standards emphasizes best FS service strategies, functional outcomes, child, family, and system satisfaction indicators, and cost. Inherent in these standards is a belief that active involvement of families, community members, public agency staff, and direct service staff in the complete quality improvement cycle is critical to accountability and quality service implementation and redesign.

2.2 CONTRACTOR shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels.

2.3 CONTRACTOR shall work with COUNTY Program Manager and/or designee to develop and implement client profiling and tracking systems which include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by FS providers, and survey instruments. CONTRACTOR shall perform data entry to support these activities.

Attachment A-1

SERVICE DELIVERY SITES
FOR
FAMILY SUPPORT PROGRAM

Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )

Service Delivery Site(s) (SITE)

SITE Name	SITE Address	SITE Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

EXHIBIT A-2

FAMILY PRESERVATION PROGRAM

STATEMENT OF WORK

March 2005

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY PRESERVATION PROGRAM
STATEMENT OF WORK

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PART A. INTRODUCTION

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

Responsiveness	Integrity
Professionalism	Commitment
Accountability	A Can Do Attitude
Compassion	Respect for Diversity

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993:

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among

COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- There is no "wrong door": wherever a family enters the system is the right place.

- Families receive services tailored to their unique situations and needs.

- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.

- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will:
• Treat customers and each other with courtesy, dignity, and respect.
• Introduce themselves by name
• Listen carefully and patiently to customers
• Be responsive to cultural and linguistic needs
• Explain procedures clearly
• Build on the strengths of families and communities

Service Access
Service providers will work proactively to:
• Facilitate customer access to services• Provide services as promptly as possible
• Provide clear directions and service information
• Outreach to the community and promote available services
• Involve families in service plan development
• Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will:
- Deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services
- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 OVERVIEW

2.1 The Promoting Safe and Stable Families (PSSF) program is a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, and adoption promotion and support services to accomplish the following objectives:

2.1.1 To prevent child maltreatment among families at risk through the provision of supportive family services.

2.1.2 To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.

2.1.3 To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.

2.1.4 To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

2.2 In accordance with the PSSF philosophy, the Department of Children and Family Services (DCFS) contracts with community-based agencies to provide coordinated services to strengthen and preserve families. DCFS has established the following priorities for children: (1) safety; (2) permanency; and (3) well-being.

2.2.1 Safety: Safety is defined as freedom from abuse and neglect. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 1.0 of this Statement of Work (SOW).

2.2.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, relative guardianship, or other legal guardianship. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 2.0 of this SOW.

2.2.3 Well-Being: This priority refers to a child's educational, medical, dental, psychological and psychiatric well-being, and emancipation preparation. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 3.0 of this SOW.

2.3 Family Preservation (FP) Contracts are funded by a combination of federal PSSF funds, State FP funds and net County cost in a continuum of care to ensure the physical, emotional, social, and educational development of children in a safe and nurturing environment. The FP program is a broad, integrated, community-based, collaborative approach to providing services to DCFS and Probation families experiencing family functioning challenges related to child abuse, neglect, and/or exploitation. DCFS and the Probation Department partner with community-based CONTRACTORS and the Department of Mental Health to provide mental health services when appropriate. CONTRACTORS shall perform the services listed in Part C of this SOW to accomplish the goals listed in this Section 2.0.

3.0 DEFINITIONS

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

3.1 **Abuse** shall be defined as any act resulting in a non-accidental physical injury; or any act of sexual exploitation of a child.

3.2 **Adoption Promotion and Support Services** shall be defined as services that are designed to encourage more adoptions out of the DCFS foster care system.

3.3 **Alternative [inconclusive] Response Services** shall be defined as the FP Services provided to families with inconclusive findings of child

abuse/neglect, but who remain at risk and are in need of preventive services.

3.4 **Alternative Response Service (ARS) Plan** shall be defined as a plan that is developed by the ARS plan participants for specific services to be provided to the family.

3.5 **Case Record** shall be defined as CONTRACTOR's forms, reports, and documents relating to FP services for the child and/or the family.

3.6 **Child Health and Disability Prevention (CHDP)** shall be defined as a complete health assessment for the early detection and prevention of disease and disabilities in children and youth. The health assessment consists of a health history; a full physical examination; developmental, nutritional and dental assessments; vision and hearing tests; laboratory tests (for anemia, tuberculosis and lead poisoning, among others); and immunizations at specified intervals and/or as needed.

3.7 **Clinical Director** shall be defined as CONTRACTOR's director who is a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences, a Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or a licensed Psychologist with a current license from the California Board of Psychology.

3.8 **Collaborative** shall be defined as the CONTRACTOR's relationship, whether formal or informal, with other community agencies and/or resources that serve clients in the same community as those served by the CONTRACTOR.

3.9 **Community** shall be defined as a group of people in a specific geographical area, which share common cultural identities, such as political, religious, and philosophical beliefs.

3.10 **Community Advisory Council (CAC)** shall be defined as a group of community representatives, stakeholders, parents/caregivers, and residents from the community who conduct ongoing reviews of the services offered by the FP CONTRACTOR.

3.11 **Community Assessment Services Center (CASC)** shall be defined as a network of contracted alcohol and other drug treatment agencies.

3.12 **Community-based Organization** is a community that serves or represents one or more neighborhoods, city or COUNTY locales and is located within its service area.

3.13 **Community Leaders** shall be defined as persons in a community who have initiated and/or taken charge of projects that benefited the community as a whole.

3.14 **Confidential or Confidentiality** shall be defined as referring to information which, by laws, ordinances, regulations, and directives may only be released to specified persons under specified conditions/circumstances.

3.15 **Contract** shall be defined as an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A-2.

3.16 **Contract Payment Unit** shall be defined as the DCFS unit responsible for processing CONTRACTOR's invoices.

3.17 **Contract Project Manager** shall be defined as the individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

3.18 **Contract Start Date** shall be defined as the date CONTRACTOR shall begin to perform Family Preservation services pursuant to the terms of this Contract.

3.19 **CONTRACTOR** shall be defined as the sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by this Statement of Work.

3.20 **Cost Center** shall be defined as a set of revenue, expense, and equity (reserve) accounts where the accounting transactions related to a particular program or activity are recorded.

3.21 **COUNTY** shall be defined as the County of Los Angeles.

3.22 **COUNTY Contract Program Monitor** shall be defined as the person with responsibility to oversee the day-to-day activities of this Contract. This includes responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.

3.23 **COUNTY Program Director** shall be defined as the 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.

3.24 **COUNTY Program Manager** shall be defined as the person designated by COUNTY's Program Director to manage the operations under this Contract.

3.25 **Critical Services/Tasks** shall be defined as those services/tasks that have been prioritized to meet the immediate needs of the family to improve family functioning.

3.26 **CSW** shall be defined as a Children's Social Worker.

3.27 **Data Entry Staff** shall be defined as staff that has data entry knowledge and experience.

3.28 **Day** shall be defined as calendar day(s) unless otherwise specified.

3.29 **DCFS** shall be defined as the Department of Children and Family Services.

3.30 **Deaf/Interpretive Services** shall be defined as those services specifically designed for the translation of a particular language.

3.31 **Deliverable** shall be defined as a tangible, measurable task, service, or activity required under this Contract.

3.32 **DHS** shall be defined as the Department of Health Services.

3.33 **Director** shall be defined as the Director of the Department of Children and Family Services.

3.34 **DMH** shall be defined as the Department of Mental Health.

3.35 **DPO** shall be defined as a Deputy Probation Officer employed by the Probation Department.

3.36 **Emergency Response** shall be defined as an emergency service the CONTRACTOR shall provide twenty-four (24) hours a day, seven (7) days a week.

3.37 **Family** shall be defined as a social unit(s), including, but not limited to, birth parent(s), blood relative(s), adoptive parent(s), legal guardian(s), non-relative extended family member(s), and foster parent(s), and the children that they rear and care for.

3.38 **Family Functioning Assessment Tool** shall be defined as a standardized risk assessment tool completed by the CONTRACTOR after every MCPC meeting to measure the improvement of family functioning.

3.39 **Family Maintenance** shall be defined as child welfare services provided to maintain the child in his or her own home.

3.40 **Family Preservation (FP)** shall be defined as intense services for families served by DCFS whose child(ren) are at imminent risk of out-of-home placement.

3.41 **Family Preservation Roundtable** Meeting shall be defined as the meeting held between the COUNTY and Lead Agencies for the exploration and development of solutions to program issues and concerns.

3.42 **Family Reunification** shall be defined as child welfare services to reunite children who were placed in out-of-home care, with their families.

3.43 **Family Support (FS) Services** shall be defined as services for at risk families.

3.44 **First 5 LA** shall be defined as a commission nominated by the Los Angeles County Board of Supervisors, Department of Health Services, Department of Mental Health, Office of Education, and other children and families organizations throughout the COUNTY to support and strengthen families with young children up to age five (5).

3.45 **Fiscal Year** shall be defined as the twelve (12) month period of time beginning July 1st and ending the following June 30th.

3.46 **General Staff Meeting** shall be defined as a Regional office meeting for the purpose of discussing general issues and concerns, best practice resolutions, policy and procedures, and departmental updates.

3.47 **In Home Outreach Counselor (IHOC)** shall be defined as a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Psychologist or a Bachelor's level Human Services professional who is directly supervised by an LCSW or LMFT who provides In Home Outreach Counseling services.

3.48 **Indigent Population** shall be defined as impoverished and/or needy persons.

3.49 **Intern** shall be defined as a candidate in a Bachelor's or Master's level program in a social science or closely related field supervised by a licensed clinician.

3.50 **Licensed Clinical Social Worker (LCSW)** shall be defined as an individual currently licensed form the California Board of Behavioral

Science Examiners to provide clinical social work or mental health treatment services.

3.51 **Linkage Service** shall be defined as a CONTRACTOR's responsibility to refer clients to bonafide resources to provide non-reimbursable services or resources that are outside the scope of the CONTRACTOR's services. Clients shall be referred to non-profit social service organizations founded for religious, charitable or social welfare purposes, that are exempt under 501(c) of the Internal Revenue Code.

3.52 **Marriage and Family Therapist (MFT)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide marriage, family, and child counseling, social work, or mental health treatment services.

3.53 **Multidisciplinary Case Planning Committee (MCPC)** shall be defined as a committee composed of the referred family, network service providers, CSWs, DPOs, and DMH, DHS staff, schools, and other agencies as appropriate to develop the family's MCPC service plan and analyze the family's progress in accordance with the plan.

3.54 **Multidisciplinary Case Planning Committee Service Plan** shall be defined as a plan developed by the MCPC for the family for contracted and/or linkage services.

3.55 **Neglect** shall be defined as the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. California law defines two categories of physical neglect: severe neglect and general neglect. a) Severe Neglect – The negligent failure of a parent or caregiver to protect the child from severe malnutrition or medically diagnosed non-organic failure to thrive. It also includes those situations of neglect where the parent or caregiver willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care. b) General Neglect – The negligent failure of a parent or caregiver to provide adequate food, clothing, shelter, medical care or supervision where no physical injury to the child has occurred.

3.56 **Outcomes** shall be defined as the results for children and families that the Contractor is expected to accomplish.

3.57 **Paraprofessional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services, but who do not possess, at minimum, a

Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field.

3.58 **Passenger Van** shall be defined as a licensed enclosed vehicle designed with a minimum capacity of six (6) passengers and maximum capacity of twelve (12) passengers that meets the California Vehicle Code requirements, that the CONTRACTOR uses for transporting FP families.

3.59 **Performance Targets** shall be defined as measurable benchmarks which guide the performance toward a desirable result.

3.60 **Professional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services and possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling or a closely related field.

3.61 **Project** shall be defined as the work to be performed by CONTRACTOR.

3.62 **Promoting Safe and Stable Families (PSSF)** shall be defined as a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services.

3.63 **Regional Center** shall be defined as a private agency that contracts with the California Department of Developmental Services (CDDS) to provide services to developmentally disabled children and adults.

3.64 **Regional Office/DCFS Office Boundaries** shall be defined as a Service Area composed of 17 offices throughout the COUNTY of Los Angeles for the purpose of managing the delivery of COUNTY Services.

3.65 **Sexual Abuse** shall be defined as any act of sexual assault or sexual exploitation of a child.

3.66 **Stakeholder** shall be defined as individuals and agencies from the community who are interested in the FP program and services provided by the CONTRACTORS.

3.67 **Subcontract** shall be defined as a Contract between the CONTRACTOR and a third party to provide services or materials necessary to fulfill this Contract.

3.68 **Subcontractor** shall be defined as the third party who enters into a Contract with the CONTRACTOR whereby the third party agrees to provide FP services or materials necessary to fulfill this Contract.

3.69 **Substantiated Abuse Report** shall be defined as a report that is determined by the Children's Social Worker (CSW) who conducted the investigation, based upon credible evidence, to constitute child abuse or neglect, as defined in Section 11164.6 of the Penal Code.

3.70 **Substitute Adult Role Model (SARM)** shall be defined as a mentorship service for youth receiving FP services.

3.71 **TDT** shall be defined as Therapeutic Day Treatment.

3.72 **Team Decision Making** shall be defined as the departmental initiative to engage families in developing child safety and case plans focusing on families' strengths. Team Decision Making meetings shall include family, children, caregivers, resource staff, DCFS staff, and a trained DCFS facilitator.

3.73 **Technical Review** shall be defined as a COUNTY evaluation of a CONTRACTOR's FP program to ensure effective implementation and Contract compliance.

3.74 **Voluntary Family Maintenance (VFM)** shall be defined as the provision of non-court, time limited protective services to families whose children are in potential danger of abuse, neglect or exploitation when the child can safely remain in the home and the family is willing to accept services and engage in corrective action. The agreement of voluntary services may be initiated by the CSW or by the Court, following the dismissal of a petition.

3.75 **Voluntary Family Reunification (VFR)** shall be defined as the foster care placement of a child by or with the participation of DCFS acting on behalf of California Department of Social Services (CDSS), after the parent(s)/guardian(s) of the child have requested the assistance of DCFS and signed a voluntary placement agreement.

4.0 STAFFING

4.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met:

4.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances and background checks have been conducted for all CONTRACTOR's staff and volunteers as well as all Subcontractor staff, prior to beginning and continuing work under any resulting Contract (see section 8.17, Criminal

Clearances, of Sample Contract). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR whether or not the CONTRACTOR's or Subcontractor's staff pass or fail the background and criminal clearance investigations.

4.1.2 Language Ability: CONTRACTOR's personnel, as well as all Subcontractor staff who are performing services under this Contract, shall be able to read, write, speak, and understand English in order to conduct business with COUNTY. In addition to having competency in English, the CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served.

4.1.3 Service Delivery: CONTRACTOR shall ensure all professional and paraprofessional staff and volunteers providing FP services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community CONTRACTOR proposes to provide services.

4.1.4 Driver's License: CONTRACTOR must maintain copies of current driver's licenses, including current copies of proof of auto insurance of staff providing transportation on an as-needed basis to clients.

4.1.5 Driving Record: CONTRACTOR must maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all CONTRACTOR's drivers providing service under this Contract. Reports shall be available to the COUNTY Program Manager on request. COUNTY reserves the option of doing a DMV check on CONTRACTOR's drivers once a year.

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

4.2.1 Paraprofessional Staff: There are no minimum degree requirements for paraprofessional staff, however, CONTRACTOR shall ensure that all paraprofessional staff possess the expertise and experience necessary to provide direct client services as required in this SOW.

4.2.2 Professional Staff: Professional staff shall have, at minimum, a Bachelor's Degree in Social work, psychology, marriage and family counseling or a closely related field.

4.2.3 Project Manager: The Project Manager shall have, at minimum, a Bachelor's degree from an accredited school in a social science or a closely related field and two years full-time management experience in a social service agency.

4.2.4 Clinical Director: The Clinical Director shall be one of the following: (1) a Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences; (2) a Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or (3) a licensed Psychologist with a current license from the California Board of Psychology.

4.2.5 In-Home Outreach Counselors: The In-Home Outreach Counselors (IHOC) shall be one of the following: (1) a LCSW with a current license from the California Board of Behavioral Sciences; (2) a LMFT with a current license from the California Board of Behavioral Sciences; (3) a Licensed Clinical Psychologist with a current license from the California Board of Psychology; or (4) a staff person with a Master's degree in a human services field who shall be directly supervised by a LCSW or LMFT.

The CONTRACTOR may submit a request for a waiver to be approved by the COUNTY Program Manager to allow CONTRACTOR's staff person with a Bachelor's degree in behavioral sciences or a related field and experience providing direct services in a social service agency to provide In-Home Outreach Counseling in lieu of a Master's degree. A LCSW or LMFT shall directly supervise this staff person. The waiver request shall include copies of the staff person's current resume, degree and transcript. The duration of the waiver shall be at the Program Manager's discretion.

4.3 Staff Training, Records and Reporting

4.3.1 CONTRACTOR shall train all professional and paraprofessional staff, interns and volunteers providing FP services within thirty (30) business days from their start date. This training shall consist of a minimum of forty (40) hours to include, but not be limited to: (1) identifying child safety issues; (2) instructing staff

and volunteers in mandated reporting requirements; (3) working with families affected by abuse and neglect; (4) learning methods of identifying and building family strengths; (5) helping parents build on their own skills and confidence; (6) promoting positive parent-child and family interaction; (7) learning record keeping procedures and accurate completion of the Family Functioning Assessment Tool; and (8) linking families to community services and resources.

4.3.2 CONTRACTOR shall ensure all interns, Paraprofessional staff, and volunteers providing FP services receive regular, ongoing in-service training and supervision. CONTRACTOR's staff shall receive a minimum of eight (8) hours of training each quarter of the Contract term. CONTRACTOR shall hold weekly supervision reviews with all interns, Paraprofessional staff, and volunteers.

4.3.3 All CONTRACTORS shall attend a mandatory Orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the Orientation.

4.3.4 CONTRACTOR shall maintain documentation in the personnel files of all Professional and Paraprofessional Staff, interns, and volunteers of: (1) all training hours and topics; (2) copies of resumes, degrees, and professional licenses; and (3) current criminal clearances.

4.3.5 CONTRACTOR shall provide the COUNTY Program Manager, at the beginning of each Contract term and within 15 days of any staff change(s), a roster of all staff that includes: (1) name and positions; (2) work schedule; and (3) fax and telephone numbers.

4.3.6 CONTRACTOR shall advise the COUNTY Program Manager in writing of any change(s) in CONTRACTOR's key personnel at least twenty-four (24) hours before proposed change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occurs as a result of the change in personnel.

5.0 ADMINISTRATIVE TASKS

5.1 Community/Network Meetings

5.1.1 CONTRACTOR shall hold Community Advisory Council (CAC) meetings quarterly to discuss and review community services.

5.1.2 CONTRACTOR shall hold Subcontractor/Network meetings at least quarterly to discuss and review their services. These meetings can be combined with the CAC meetings.

5.1.3 CONTRACTOR or designee shall attend the General Staff meetings quarterly in their Regional Office area.

5.1.4 CONTRACTOR or designee shall attend all FP Roundtable Meetings scheduled by the COUNTY.

5.2 Records/Reports

5.2.1 CONTRACTOR shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all FP, CAC, and Subcontractor/Network meetings.

5.2.2 CONTRACTOR shall be available for technical reviews as requested by COUNTY Program Manager. Technical reviews shall be conducted semi-annually or as determined by COUNTY Program Manager.

5.2.3 CONTRACTOR shall prepare and submit to the FP Program Manager a weekly case count which will reflect case count status and allocation balance. The form shall be submitted every Tuesday by noon reflecting the previous week's status.

5.2.4 CONTRACTOR shall provide the families with a tool by which to evaluate the services rendered by the Community Family Preservation Network (CFPN). CONTRACTOR shall make this information available to DCFS upon request. CONTRACTOR shall ensure the tool will address the performance of the IHOC.

5.2.5 CONTRACTOR shall be responsible for collecting and entering data via the data collection instrument developed by the Inter-University Consortium and the CFPN on all families referred to the CFPN. CONTRACTOR shall ensure the data is entered electronically at network sites and downloaded at a centralized database (aka The Family Preservation Archive). The data collection will include demographic data, primary allegations,

and number of prior case openings and again at case closing, and services recommended and received.

5.3 Days/Hours of Operation

FP services shall be available twenty-four (24) hours per day, seven (7) days per week. CONTRACTOR shall provide the name and phone number of contact person for after hours services. CONTRACTOR's service delivery sites shall be open Monday through Friday, from 8:00 A.M. until 5:00 P.M. In addition, CONTRACTOR's Project Manager or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY inquiries and to discuss problem areas.

5.4 Computer and Information Technology Requirements

5.4.1 CONTRACTOR must acquire a computer system, within 30 days of commencement of the Contract, with the following hardware and software and an agreement for its on-site maintenance for the entire term of this agreement.

5.4.1.1 Basic Computer: (1) IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz; (2) 256 Megabytes of memory or more; and (3) Desktop screen resolution of 1024 x 768.

5.4.1.2 Software: (1) Microsoft Windows 2000 or Windows XP; and (2) Internet Explorer 5.5 or higher.

5.4.1.3 Internet Access: (1) High Speed Internet access (DSL or Cable Modem); and (2) establish linkages with the Web-based Application System (billing function) that is being implemented by COUNTY.

5.4.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, if applicable.

5.4.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-based Application System that is being implemented by COUNTY.

5.4.4 Prior to implementation of the Web-based Application System, CONTRACTOR shall submit original monthly invoices to the

DCFS Contract Payment Unit and one copy to the COUNTY Program Manager for review and approval.

CONTRACTOR shall send original invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020.

5.4.5 The COUNTY's new Web-based Application System will be implemented between four to six months after commencement of the Contract. Once the new Application System is available, CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. CONTRACTOR must have available the necessary electronic equipment as set forth in Subsection 5.4.1 above. In addition to the electronic invoice, CONTRACTOR shall continue to send original hard copies of the invoices to the COUNTY Program Manager for review and approval.

5.4.6 COUNTY shall provide access to the Web-based application and ongoing maintenance and support of COUNTY's Application System. CONTRACTOR's data entry staff shall attend a computer based training to be provided by COUNTY and a one-day classroom training, if necessary, of the Application System. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the training session.

6.0 PARTNERSHIPS FOR FAMILIES INITIATIVE (PFF)

"First 5 LA" is developing child abuse prevention community-based services called PFF networks. The PFF networks are scheduled for implementation toward the end of 2005 to serve children 0-5 years old who are at risk of maltreatment. The purpose of the networks is to create community partnerships to increase the availability and accessibility of both formal services and informal supports for families before child protective services involvement is necessary. CONTRACTOR shall: (1) refer families to PFF network as one of their Linkage services; and (2) Collaborate with PFF networks in joint planning on community advisory councils.

7.0 SERVICE DELIVERY SITE(S)

Services shall be delivered at the service delivery sites listed on SOW Attachment A-1, CONTRACTOR's Service Delivery Sites.

CONTRACTOR shall request approval from COUNTY Program Manager in writing a minimum of thirty (30) days before terminating services at any of the location(s) listed on SOW Attachment A-1, Service Delivery Sites, and/or before commencing services at any other location(s) not previously approved in writing by the COUNTY Program Manager.

All service delivery sites listed on SOW Attachment A-1 shall be fully operational at the commencement of the Contract.

8.0 BASE RATE AND SUPPLEMENTARY SERVICES

A capitated base rate of $1,050.00 per month will be paid for each family participating in the Family Preservation program. Services include In-Home Outreach Counseling visits, clinical direction and the Multidisciplinary Case Planning Committee.

Base Rate Services (four In-Home Outreach Counseling visits, indirect costs, clinical direction and the Multidisciplinary Case Planning Committee)	$1,050.00/mo

In addition to the Base rate services, the provider will be expected to provide Supplementary services from the selection listed below. The number and type of supplementary services to be provided will be determined by the MCPC based on the intensity of need of the Family Preservation families. Each service type will be reimbursed based on the listed rates.

In-Home Outreach Counseling (Professional with license)	$70.00/hr
In-Home Outreach Counseling (MA/MSW under licensed supervision)	$60.00/hr
In-Home Outreach Counseling (BA)	$50.00/hr
Counseling – to include: Substance Abuse, Domestic Violence, Teen Pregnancy, and Anger Management	$60.00/hr
Drug Testing	$25.00/test
Parenting Training/Fatherhood Program	$20.00/hr
Child Focused Activities	$25.00/hr
Substitute Adult Role Model	$20.00/hr
Teaching and Demonstrating Homemaking	$35.00/hr
Transportation	$35.00/hr
Child Follow Up Visit	$20.00/hr
Emergency Housing	up to $50.00/night

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PART B. TARGET DEMOGRAPHIC

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1.0 The target demographic for Alternative Response services is families that have an Inconclusive child abuse or neglect allegation who are in need of support services.

2.0 The target demographics for voluntary FP services are:

2.1 Families in the DCFS/Probation systems with a child(ren) who has been neglected or abused and who is at imminent risk of placement in out-of-home care;

2.2 Families with child(ren) in out-of-home placement who may be safely returned sooner, as ordered by the court, if FP services are provided.

3.0 These target demographics include, but are not limited to:

3.1 Children who have been victims of sexual abuse when the perpetrator no longer has access to the child(ren);

3.2 Families with crises that threaten the break up of the family unit;

3.3 Families with domestic violence and/or substance abuse issues;

3.4 Families with mental health and/or developmental disability issues;

3.5 Families with children who have behavioral problems and/or are truant from school; and

3.6 Families with Probation delinquent children who are at risk of out-of-home placement.

PART C. SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE OUTCOMES 1. SAFETY		
PROVIDER & PROGRAM:		
PROGRAM TARGET GROUP: All Families receiving FP Services (Inconclusive referrals and FP cases)		
PROGRAM GOAL AND OUTCOME: Children shall remain free from abuse and neglect.		
OUTCOMES	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
<u>Alternative Response Referrals</u>		
No substantiated allegations of child abuse and/or neglect.	CWS/CMS COUNTY contracted vendor Data Source	90% or more of families with no substantiated allegations at the termination of ARS. 95% or more of families with no substantiated allegations 12 months after the termination of ARS.
<u>FP cases</u>		
No subsequent case re-openings.	CWS/CMS COUNTY contracted vendor Data Source	90% or more of families with no subsequent substantiated allegations at case closing. 95% or more of families with no subsequent case reopenings for 12 months after case closing.

1.0 SAFETY

Performance Outcome Goal: Children shall remain free from abuse and neglect

Service Tasks:

CONTRACTOR shall provide the following services:

1.1 Case Referral and Assessment:

The CSW assesses the families' appropriateness for FP services based on the following criteria: (1) the children will be safe if FP services are provided; (2) it is the best case plan for the family; and (3) the family voluntarily accepts FP services. The Team Decision Making Committee or Points of Engagement may also refer families potentially eligible for FP services. The Team Decision Making Committee in collaboration with the CONTRACTOR shall determine the appropriateness of DCFS referrals if the CONTRACTOR, after assessing the family, regards them as inappropriate for FP services. Persons potentially eligible for FP services include families/children as described by Welfare and Institutions Code (WIC) Sections 301, 361, 364, 601, 602, 726, 727, and 16500.5(c)(3). (See Part B, Target Populations, of this SOW).

1.1.1 CONTRACTOR's receipt of DCFS 800, Exhibit FP-27, or PD 1324, Exhibit FP-3, shall constitute an official referral of the case to the CONTRACTOR. Proof of receipt is by fax stamp. CONTRACTOR shall call the case carrying CSW/DPO within 24 hours to acknowledge receipt of the referral, provide the name of the CONTRACTOR's case manager, and to discuss case dynamics and a preliminary plan.

1.1.2 CONTRACTOR shall provide the following services:

1.1.2.1 CONTRACTOR shall make the initial visit to assess the family's needs within two (2) business days of telephone or fax notification for initial Emergency Response referrals.

1.1.2.2 CONTRACTOR shall make its initial visit with the CSW to jointly assess the family's needs within three (3) hours of telephone or fax notification for initial Emergency Response referrals with issues involving substance abuse, mental health and/or domestic violence (24 hours per day, 7 days a week).

1.1.2.3 CONTRACTOR shall make the initial visit within two (2) business days for Alternative Response Services (inconclusive referrals). If the CONTRACTOR is unable to make contact with the family after two attempts within five (5) business days, CONTRACTOR shall close the referral and inform the case carrying CSW.

1.1.2.4 CONTRACTOR shall make its initial visit to assess the family's needs within five (5) business days from the referral date for VFM, VFR, Court Intervention and Probation referrals.

1.1.3 CONTRACTOR shall document the assessment and shall immediately inform the case carrying CSW/DPO if CONTRACTOR believes that FP Services are not appropriate.

1.2 Family Preservation Services shall be provided up to six (6) months. The DCFS Assistant Regional Administrator may approve up to an additional six months of FP Services. FP Services beyond one year must be approved by the DCFS Deputy Director.

1.3 CONTRACTOR shall be available twenty-four (24) hours per day, seven (7) days per week to provide the following services:

1.3.1 <u>Alternative Response Services (Inconclusive Referrals)</u>

CONTRACTOR shall: (1) complete an ARS Plan, Exhibit FP-20, in the home; (2) provide four (4) In-Home Outreach Counseling Sessions per family with all identified family members present; (3) provide Supplemental Services as appropriate; and (4) provide linkage services (See Part C, Section 2.4 of this SOW).

Alternative Response Services may be provided up to ninety (90) days.

1.3.2 <u>Emergency Response Family Preservation Services:</u>

CONTRACTOR shall provide: (1) MCPC Service Plan, Exhibit FP-10; (2) four (4) In-Home Outreach Counseling Sessions per family with all identified family members present; (3) Supplemental Services immediately as appropriate; and (4) linkage services.

1.3.3 Voluntary Family Maintenance Services (VFM):

CONTRACTOR shall provide the same services as for Emergency Response Services.

1.4 Supplemental Services:

CONTRACTOR shall provide, either directly or through a Subcontractor, Supplemental Services. These are additional services provided on a case-by-case basis that are reimbursed at a fixed rate (see Part A, Section 8.0 of this SOW).

Supplemental Services (for ARS, VFM, VFR, Court and Probation cases) can only be accessed after the completion of the ARS/MCPC Service Plan with the exception of Emergency Response cases, which can be accessed immediately.

Supplemental Services include, but are not limited to, the following:

1.4.1 Child Focused Activities:

These are age-appropriate activities designed to enhance a child's growth and development that shall be age appropriate and provided at the same time the parents are receiving FP Services, such as during MCPC service plan meetings, parenting classes, anger management classes, etc.

CONTRACTOR shall invoice per family for all children participating in a particular child focused activity at the same time. CONTRACTOR may invoice individually if the children in a family participate in separate activities.

1.4.2 Child Follow-up Visit:

The IHOC shall make a subsequent visit whenever a child(ren) is absent during the In-Home counseling session. The IHOC shall make this contact within five (5) business days.

1.4.3 Counseling Services:

These are face-to-face meetings/interventions by a counselor with an individual, couple, family, or group to: (1) help identify and assist in solving family problems; (2) identify substance abuse and refer for treatment; (3) address and treat domestic violence or anger management issues; and (4) help identify personal, vocational and educational goals.

1.4.4 Drug Testing:

This service involves drug testing of urine samples for parents or primary caregivers whose drug use/abuse has contributed to their inability to care for their children.

1.4.5 Emergency Housing:

This is temporary housing that the CONTRACTOR provides for a family up to four (4) days. Any family needing additional time requires approval by the COUNTY Program Manager.

1.4.6 Parenting Training Services/Fatherhood Program:

These are services that support and enhance parenting skills through training in areas such as: (1) anger management; (2) impulse control; (3) child development; and (4) alternative discipline.

1.4.7 Substance Abuse Assessment and Treatment:

These are services provided by the CONTRACTOR for alcohol and other drug treatment recovery services to eligible clients during the term of the Contract. CONTRACTOR shall ensure that services are provided by a State of California licensed/certified substance abuse treatment center who can access Medi-Cal and CALworks and private insurance, or Subcontract with a licensed (residential), certified (outpatient), or CASC provider. The allocation for these services is to be directed for the indigent population.

1.4.8 Substitute Adult Role Model Services (SARM):

These are services in which adult mentors, trained and supervised by the CONTRACTOR, are paired with children and youth to: (1) foster positive behavior through the mentor's example; and (2) broaden the children's recreational, social, and educational dreams through shared experiences.

CONTRACTOR shall invoice per family for all children participating in a particular SARM activity at the same time. CONTRACTOR may invoice individually if the children in a family participate in separate activities.

1.4.9 Teaching and Demonstrating Homemaker Services (T & D):

These are services in which a T & D worker demonstrates and teaches primary caregivers the skills to successfully manage and maintain a home including, but not limited to, home safety, cleanliness, meal planning, and budgeting.

1.4.10 Transportation Services:

This is a service to provide transportation to families to a specific service site by means of bus fare/pass, CONTRACTOR's passenger vanpool, or private vendor if no other means of transportation is available.

CONTRACTOR shall invoice per family for all family members transported to the same location or activity. CONTRACTOR may invoice individually if family members are being transported to different locations or activities by the same transporter. CONTRACTOR may invoice for all wait time (at the location) between transporting families from one location or activity to another location or activity.

1.5 Alternative Response Service Plan [Inconclusive Referrals]

1.5.1 CONTRACTOR's Clinical Director or COUNTY approved designee shall convene the ARS Plan within five (5) business days of the initial visit and provide the case carrying CSW with a copy of the Service Plan.

1.5.2 Each time a referral is presented, CONTRACTOR shall have the parent/caregiver sign an Alternative Response Confidentiality Declaration, Exhibit FP-19, and shall also ensure that the ARS Agreement, Exhibit FP-8, the Consent to Comply with the Children's Bill of Rights, Exhibit FP-31, and the Consent to Release and Exchange Information, Exhibit FP-21, are completed. The LCSW and/or LMFT shall review and approve the ARS Plan.

1.5.3 The ARS Plan, Exhibit FP-20, shall: (1) determine which family members are to receive services; (2) assess the strengths of the family; (3) outline the services, interventions, and/or items to be provided; and (4) decide who will provide the services. CONTRACTOR's Clinical Director shall oversee the development, approval, and implementation of the ARS Plan including supervision of the staff providing In-Home Outreach Counseling services. The CONTRACTOR's Clinical Director

shall ensure that documentation of clinical supervision is maintained.

1.5.4 CONTRACTOR shall document in the ARS Plan the In-Home Outreach Counseling sessions and the frequency and types of services provided to the family. CONTRACTOR shall complete the Family Functioning Assessment Tool, Exhibit FP-16, after the development of the ARS Plan and at referral closing. CONTRACTOR shall input all recommendations and services provided into the Inter-University Consortium Data Source.

1.6 Multidisciplinary Case Planning Committee [FP and Probation cases]

1.6.1 CONTRACTOR's Clinical Director or COUNTY approved designee shall convene the MCPC within 15 business days of the initial visit and notify the case carrying CSW/DPO, family, and other service providers at least three (3) business days in advance. CONTRACTOR shall document all scheduling attempts for each family in the case record. The MCPC case plan meeting shall occur at initial contact for Crisis Intervention cases. CONTRACTOR shall provide transportation for the family, if necessary, and provide space that is safe and secure for Child Focused Activities.

1.6.2 Each time a case is presented, CONTRACTOR shall have all the MCPC members sign a MCPC Confidentiality Declaration, Exhibit FP-9, and shall also ensure that Family Preservation Service Agreement, Exhibit FP-8, is completed. The LCSW and/or LMFT shall review and approve the MCPC service plan if unable to attend.

1.6.3 CONTRACTOR shall ensure that all parties read, acknowledge and sign the Consent to Comply with the Children's Bill of Rights form, Exhibit FP-31, and the Consent to Release and Exchange Information, Exhibit FP-21. Children who are capable of understanding the contents of the form shall sign it. If a child(ren) is unable to understand the form, the CONTRACTOR shall write a statement to that effect on the form.

1.6.4 The MCPC Service Plan, Exhibit FP-10, is developed at the initial MCPC meeting and shall: (1) determine which family members are to receive services; (2) assess the strengths of the family; (3) outline the critical services, interventions, and/or items to be provided; and (4) decide who will provide the services. CONTRACTOR's Clinical Director shall oversee the development, approval, and implementation of the MCPC

service plan including supervision of the staff providing In-Home Outreach Counseling services. The CONTRACTOR's Clinical Director shall ensure that documentation of clinical supervision is maintained.

The parent/caregiver(s), case carrying CSW or DPO, and CONTRACTOR's Clinical Director shall sign and date the MCPC service plan. CONTRACTOR shall document in the client's case record the date of attendance, confidentiality statements of the MCPC participants, and a signed MCPC service plan. CONTRACTOR shall give a copy of the MCPC service plan to the case carrying CSW/DPO and family.

1.6.5 CONTRACTOR shall visit children in foster care only as required in the MCPC service plan. CONTRACTOR shall not arrange parent visits in the foster home but may transport parents to the site of parent/children visits as required in the MCPC service plan.

1.6.6 CONTRACTOR shall ensure that an MCPC meeting be conducted at least every 75 days for the duration of services. In emergencies, the CONTRACTOR may conduct subsequent MCPC meetings by conference call, provided that all required parties are involved. Prior to case termination, CONTRACTOR shall convene a staffing or MCPC meeting to discuss the family's progress and whether additional services are needed.

1.6.7 CONTRACTOR shall document in the MCPC service plan the In-Home Outreach Counseling Sessions, Child Follow-up Visit, Mental Health Referrals, Exhibit FP-1, and the frequency and types of services provided to the family. CONTRACTOR shall complete the Family Functioning Assessment Tool after each MCPC meeting. CONTRACTOR shall input *monthly* all recommendations and MCPC services provided into the Inter-University Consortium Data Source.

1.7 <u>Case Records [Inconclusive Referrals, FP and Probation cases]</u>

CONTRACTOR shall maintain a case record on each family served and make them available upon request by COUNTY. Case records shall include but not be limited to, DCFS 800/PD 1324 referral(s), Family Service Agreement, Exhibit FP-8; ARS/MCPC Service Plan Agreement(s), Exhibit FP-11; Service Progress Notes, Exhibit FP-25; Unexcused Absence Alert(s), Exhibit FP-14; Auxiliary Fund Authorization(s), Exhibit FP-6; In-home Counseling/Follow-up Progress Notes, Exhibit FP-22; Monthly Progress Report(s), Exhibit FP-12; and other documentation as

necessary. CONTRACTOR shall utilize the case number designated by DCFS/Probation for identifying each referred family and case record.

CONTRACTOR shall maintain closed case records for five (5) years after each fiscal year.

1.8 Monthly Progress Reports [Inconclusive Referrals]

CONTRACTOR shall prepare and submit to the FP Program Manager a Monthly Progress Report for each referred family by the fifteenth (15th) day of the following month (e.g., May progress reports are due June 15th). The reports shall reflect the progress towards the ARS plan goals. CONTRACTOR shall maintain the original of each report and supporting documentation in the CONTRACTOR's case record.

1.9 Monthly Progress Reports [FP and Probation cases]

CONTRACTOR shall prepare and submit to the CSW/DPO a Monthly Progress Report for each referred family by the fifteenth (15th) day of the following month (e.g., May progress reports are due June 15th). The reports shall reflect the progress towards the MCPC service plan goals. CONTRACTOR shall maintain the original of each report and supporting documentation in the CONTRACTOR's case record.

1.10 Family Member Unexcused Absences [Inconclusive Referrals]

CONTRACTOR shall terminate the referral after two (2) unexcused absences from IHOC sessions.

1.11 Family Member Excused and Unexcused Absences [FP and Probation cases]

1.11.1 CONTRACTOR's Project Manager or Clinical Director may, in conjunction with the case carrying CSW/DPO, approve a family member(s) absence for one or more In-Home Outreach Counseling sessions. CONTRACTOR shall fax confirmation to the case carrying CSW/DPO of this decision. CONTRACTOR may approve absences for other services without consulting with COUNTY and shall document the reasons for Excused Absences, Exhibit FP-13, in the family's case record.

1.11.2 CONTRACTOR shall within 24 hours telephone the case carrying CSW/DPO of any Unexcused Absence and fax the completed Unexcused Absence Alert Form, Exhibit FP-14, to the case carrying CSW/DPO. CONTRACTOR shall still provide the required number of In-Home Outreach Counseling Sessions

and/or Child Follow-up Observations despite an Unexcused Absence.

1.11.3 CONTRACTOR shall contact the case carrying CSW/DPO by telephone, and fax the second Unexcused Absence Alert when a second consecutive unexcused absence occurs during a calendar month. If there is no response from COUNTY within 24 hours, the CONTRACTOR shall telephone and fax the alert to the case carrying Supervising CSW or the case carrying Supervising Deputy Probation Officer (SDPO).

1.11.4 If an unexcused absence occurs after business hours or on a COUNTY holiday or weekend, and CONTRACTOR has sufficient reason to believe that a child is at risk, CONTRACTOR shall immediately contact the Child Protection Hotline at: (800) 540-4000 to report CONTRACTOR's concerns.

1.12 Auxiliary Fund Services/Items

1.12.1 CONTRACTOR shall purchase DCFS and COUNTY Probation Department approved items for reimbursement from Auxiliary Funds according to the procedures set forth in Exhibit FP-6, Auxiliary Fund Procedures. Contractor shall submit Exhibit FP-7, Expense Claim for Lead Agency Auxiliary Fund Form, for reimbursement. CONTRACTOR shall use Exhibit FP-5 for Probation Department request(s).

1.12.1.1 Requests for Auxiliary Funds for rental assistance must include the property owner's Social Security number or Tax Identification number (TIN) on the IRS W-9 form, Exhibit FP-30.

1.12.2 CONTRACTOR shall purchase and be reimbursed for deaf/interpretive services. CONTRACTOR shall submit the Expense Claim for Lead Agency Auxiliary Fund form, Exhibit FP-7, for reimbursement. CONTRACTOR shall be responsible for providing all necessary documentation for the purchase and reimbursement for Auxiliary Funds and/or deaf/interpretive services.

PERFORMANCE OUTCOMES 2. PERMANENCY		
PROVIDER & PROGRAM:		
PROGRAM TARGET GROUP: Families who are receiving FR services (FP cases)		
PROGRAM GOAL AND OUTCOME: Children shall achieve permanency through reunification, adoption, and guardianship.		
OUTCOMES	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
<u>FP Cases</u>		
No subsequent referrals	CWS/CMS	90% or more of children referred return home while receiving FP services.
Successful completion of MCPC Service Plan critical tasks (e.g., In-Home Outreach Counseling)	Inter-University Consortium Data Source Monthly Progress Reports	80% or more of children who received services remain in own home twelve (12) months after FP case closing.
<u>Probation Cases</u>		
Successful completion of MCPC Service Plan	Inter-University Consortium Data Source Monthly Progress Reports	80% of minors achieve MCPC goals within 75 days 85% of minors remain at home while receiving FP services. 75% of minors remain at home six (6) months after FP case closing.

2.0 PERMANENCY

Performance Outcome Goal: Children shall achieve permanency through reunification, adoption, and guardianship.

Service Tasks:

CONTRACTOR shall provide the following Voluntary Family Reunification Services (VFR) and Court Intervention Services:

2.1 A MCPC Service Plan;

2.2 Four In-Home Outreach Counseling Sessions per family with identified family members present;

2.3 Supplemental Services as appropriate (See Part C, Section 1.4 of this SOW);

2.4 Linkage Services: The CONTRACTOR shall arrange the non-reimbursable services necessary to meet the needs of the family as defined in the MCPC or ARS plan that CONTRACTOR's program does not directly provide by referral to: (1) a PSSF CONTRACTOR; (2) a public agency; or (3) a collaborative community agency/resource. Linkage services may include, but are not limited to, the following:

2.4.1 DHS Alcohol and Substance Abuse Treatment Services: Alcohol and substance abuse assessment and treatment services are provided by DHS through the Community Assessment Service Centers.

2.4.2 DMH Mental Health Services: DMH provides mental health services through identified Mental Health Service Rehabilitation Medi-Cal certified providers (eligible to bill Short Doyle Medi-Cal) that include: (1) psychological testing; (2) evaluation for medication support; (3) case planning and management; and (4) individual (child and adult), family, and group therapy.

[Alternative Response referrals are not eligible for DHS Alcohol and Substance Abuse Treatment Services or DMH Mental Health Services.]

2.4.3 Child Care Services: These are child care services needed for children while their parents or guardians work or attend school.

2.4.4 Educational Services: The local school district assesses and provides an educational program to meet the child's needs.

2.4.5 Employment/Training Services: These are services that prepare families to enter the workforce, including, but not limited to: (1) vocational education; (2) employment preparation and job training; (3) assistance with finding a job; and (4) support services and supplies.

2.4.6 Health Care Services: These are referrals to health care providers that provide Child Health Disability Prevention Program (CHDP) or equivalent services to ensure that children receive the appropriate medical/dental examinations in accordance with the CHDP Periodicity Schedule and appropriate follow-up treatment.

2.4.7 Healthy Start Support Services: These services, provided by the Healthy Start program at or near a designated school site, implement and coordinate health, mental health, social, and other services for children and families.

2.4.8 Housing Services: These services include, but are not limited to: (1) helping families find suitable housing; (2) assisting families in negotiating with landlords; (3) helping families obtain financial aid to cover rental costs and security deposits; and (4) referring families to community legal agencies for assistance with eviction problems.

2.4.9 Income Support Services: These are services to help families obtain financial assistance through state and federally funded programs such as: (1) Temporary Assistance to Needy Families (TANF); (2) Supplemental Security Income (SSI)/Zebley funding; (3) Social Security; (4) Veteran's Administration (VA) benefits; and (5) other assistance programs as appropriate.

2.4.10 Partnerships For Families Initiative (PFF): These services are to increase the availability and accessibility of both formal services and informal supports for families before child protective services involvement is necessary.

2.4.11 Physical and Developmental Services: These services are provided by California Children's Services for individuals with physical and/or developmental disabilities and include, but are not limited to: (1) infant/toddler development; (2) after-school recreation/day care; (3) recreation for teens and adults; (4) adult development; (5) resident summer camps; (6) day camps; (7) sheltered workshops (work activity centers); (8) supported employment; (9) social service counseling; (10) parent groups;

(11) support groups; (12) accessible housing; (13) therapeutic aquatics; (14) post-stroke orthopedic equipment loans; and (15) information and referral.

2.4.12 Regional Center Services: These are services provided to children and adults with developmental disabilities which include, but are not limited to: (1) assessment; (2) case management; (3) funding for rehabilitation services; (4) respite care; (5) out-of-home placement services; and (6) information and referral.

2.4.13 Self-Help/Family Support Groups: These are services for caregivers to meet on a regular basis, develop an on-going support network, and discuss the concepts learned in counseling sessions and parent education classes.

2.4.14 Special Education: The local public school district provides a special education plan through an Individual Education Plan (IEP) process for a child with an emotional, physical, cognitive, or sensory impairment problem.

2.4.15 PSSF Services: CONTRACTOR shall enter into a partnership via letter of agreement with a PSSF CONTRACTOR in their SPA within sixty (60) days of the effective date of the Contract. The services provided by Contracted PSSF providers include, but are not limited to: (1) Family Support Services; and (2) Adoption Promotion and Support Services.

Family Support Services include, but are not limited to: (1) increasing parents' confidence and competence in their parenting abilities; (2) ensuring children a safe, stable, and supportive family environment; (3) strengthening parental relationships and promoting healthy marriages; and (4) enhancing child development.

Adoption Promotion and Support Services include pre and post-adoptive services designed to expedite the adoption process and support adoptive families.

2.5 Auxiliary Fund Services/Items: See Part C, Section 1.12 of this SOW.

PERFORMANCE OUTCOMES 3. WELL-BEING		
PROVIDER & PROGRAM:		
PROGRAM TARGET GROUP: All Families receiving FP Services (Inconclusive referrals, FP cases and Probation cases).		
PROGRAM GOAL AND OUTCOME: Children shall improve their level of functioning in the areas of physical, emotional, social, educational, cultural, and spiritual development.		
OUTCOMES	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
<u>Inconclusive Referrals and FP cases</u>		
Improved family functioning	Inter-University Consortium Data Source ARS Plan MCPC Service Plan	75% or more of problems presented by families at intake are at least "baseline-adequate" on the Family Functioning Assessment Tool at the termination of ARS and/or FP services (Exhibit FP-16).
<u>Probation cases</u>		
Improved school attendance	Monthly Progress Reports	65% of minors referred to TDT successfully attend TDT school during FP enrollment.
Improved family functioning	Inter-University Consortium Data Source MCPC Service Plan	70% or more of problems presented by families at intake are at least "baseline-adequate" on the Family Functioning Assessment Tool at the termination of FP services (Exhibit FP-16).

3.0 WELL-BEING

Performance Outcome Goal: Children shall improve their level of functioning in the areas of physical, emotional, social, educational, cultural and spiritual development.

Service Tasks:

CONTRACTOR shall provide the following services:

3.1 Therapeutic Day Treatment (TDT) [Probation cases]: The CONTRACTOR shall provide TDT services for Probation Youth as approved by the MCPC. Services shall be provided at least seven hours per day, five days per week and shall include, but are not limited to: (1) formal education in a non-public school six (6) hours per day, which includes therapeutic recreation; (2) one hour of group counseling per day; (3) at least one hour of individual counseling per week; (4) at least 45 minutes of family counseling in the home per month; and (5) other services as determined by the MCPC. Transportation and meals shall be provided, and attendance and activities documented.

TDT services may be provided for six (6) months and extended for an additional three (3) months with SDPO approval.

3.2 Transition Services [FP cases]: CONTRACTOR shall provide families two transitional visits per month for the two months prior to termination of FP Services to ensure that the FP Services plan goals have been met.

3.3 Linkage Services: See Part C, Section 2.4 of this SOW.

3.4 Auxiliary Fund Services/Items: See Part C, Section 1.12 of this SOW.

4.0 EVALUATION AND OUTCOMES

4.1 Overview

Evaluative functions are used to set measurable targets for the CONTRACTOR's FP program operation and to use those targets to test the effectiveness and efficiency of the services and supports being developed. In addition, evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model.

This section focuses on collecting, managing and using information to improve individual and organizational performance. The evaluation and

outcomes framework for these standards emphasizes best FP service strategies, function outcomes, child, family, and system satisfaction indicators, and cost. Inherent in these standards is a belief that active involvement of families, community members, public agency staff, and direct service staff in the complete quality improvement cycle is critical to accountability and quality service implementation and redesign.

4.2 CONTRACTOR shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels.

4.3 CONTRACTOR shall work with COUNTY Program Manager and/or designee to develop and implement client profiling and tracking systems which include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by FP providers, and survey instruments. CONTRACTOR shall perform data entry to support these activities.

Attachment A-1

SERVICE DELIVERY SITES
FOR
FAMILY PRESERVATION PROGRAM

Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )

Service Delivery Site(s) (SITE)

SITE Name	SITE Address	SITE Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

EXHIBIT A-3

ADOPTION PROMOTION AND SUPPORT SERVICES

STATEMENT OF WORK

March 2005

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
ADOPTION PROMOTION AND SUPPORT SERVICES

STATEMENT OF WORK

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STATEMENT OF WORK

PART A. INTRODUCTION

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can Do Attitude
- Respect for Diversity

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving

these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- There is no “wrong door”: wherever a family enters the system is the right place.

- Families receive services tailored to their unique situations and needs.

- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

• Introduce themselves by name
• Listen carefully and patiently to customers
• Be responsive to cultural and linguistic needs
• Explain procedures clearly
• Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

• Provide services as promptly as possible
• Provide clear directions and service information
• Outreach to the community and promote available services
• Involve families in service plan development

• Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

• Ensure a safe environment
• Ensure a professional atmosphere
• Display vision, mission, and values statements
• Provide a clean and comfortable waiting area
• Ensure privacy
• Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 OVERVIEW

2.1 The Promoting Safe and Stable Families (PSSF) program is a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, and adoption promotion and support services to accomplish the following objectives:

2.1.1 To prevent child maltreatment among families at risk through the provision of supportive family services.

2.1.2 To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.

2.1.3 To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.

2.1.4 To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

2.2 In accordance with the PSSF philosophy, the Department of Children and Family Services (DCFS) contracts with community-based agencies to provide coordinated services to strengthen and preserve families. DCFS

has established the following priorities for children: (1) safety; (2) permanency; and (3) well-being. The specific goal of the APSS program is to increase permanency for children in Los Angeles COUNTY.

2.2.1 Safety: is defined as freedom from abuse and neglect.

2.2.2 Permanency: For the purpose of this Statement of Work (SOW), permanency is defined as a safe and stable nurturing relationship achieved through adoption. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C of this SOW.

2.2.3 Well-Being: This priority refers to a child's educational, emancipation preparation, medical, dental, psychological and psychiatric well-being.

2.3 DCFS intends to establish and expand coordinated programs of community based providers to achieve the goals of the APSS component of the federal PSSF legislation, formerly named the "Family Preservation and Family Support Services Act," which provides funds for APSS. The APSS program encourages adoptions from foster care when it promotes the best interests of the child. It includes pre- and post-adoption services designed to expedite the adoption process and support adoptive families. CONTRACTORS shall perform the services listed in Part C of this SOW to accomplish the goals listed in this Section 2.0.

2.3.1 **Permanency Framework**
Service providers will provide services within the following framework:

- Belief and value that every child and young person deserves a permanent family relationship is paramount in this work.
- Permanence should bring physical, legal and emotional safety and security within the context of a family relationship and allow multiple relationships with a variety of caring adults.
- Permanence is achieved with a family relationship that offers safe, stable, and committed parenting, unconditional love and lifelong support, and legal family membership status.

2.3.1.1 **Permanency Service Delivery Framework**
Service providers will translate the Permanency Framework into practice through six component areas:

- Empower young people through information, support, and skills to be fully involved partners in directing their own permanency planning and decision-making.

- Empower a wide range of individuals to participate in permanency planning, including extended family, tribal members, past, present and future caregivers, other adults who are significant to the young person, other systems with whom young people are involved, and other community members.
- Consider, explore and implement a full range of permanency options in a timely and continuous way.
- From the beginning, continuously and concurrently employ a comprehensive range of recruitment options.
- Provide services and supports to continuously ensure that young people and their families have every opportunity to achieve and maintain physical, emotional, and legal permanence.
- Agencies collaborate with other systems that serve young people and families to engage young people and families as true partners and to provide services, support and opportunities during and after placement.

3.0 DEFINITIONS

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

3.1 **Abuse** shall be defined as any act resulting in a non-accidental physical injury; or any act of sexual exploitation of a child.

3.2 **Adoption Promotion and Support Services** shall be defined as services designed to encourage more adoptions out of DCFS foster care system. These services shall only be provided in those instances when adoption promotes the best interest of a particular child, as determined by DCFS.

3.3 **Adoptive Parent** shall be defined as a person(s) who has adopted, or is in the process of adopting, a child or children.

3.4 **Case Record** shall be defined as CONTRACTOR's forms, reports, and documents relating to APSS services for the child and/or the family.

3.5 **Child Health and Disability Prevention (CHDP)** shall be defined as a complete health assessment for the early detection and prevention of disease and disabilities in children and youth. The health assessment consists of a health history; a full physical examination; developmental, nutritional and dental assessments; vision and hearing tests; laboratory

tests (for anemia, tuberculosis and lead poisoning, among others); and immunizations at specified intervals and/or as needed.

3.6 **Collaborative** shall be defined as the CONTRACTOR's relationship, whether formal or informal, with other community agencies and/or resources who serve clients in the same community as those served by the CONTRACTOR.

3.7 **Community** shall be defined as a group of people in a specific geographical area, which share common cultural identities, such as political, religious, and philosophical beliefs.

3.8 **Community Advisory Council (CAC)** shall be defined as a group of community representatives, stakeholders, parents/caregivers, and residents from the community who conduct ongoing reviews of the services offered by the APSS CONTRACTOR.

3.9 **Community-based Organization** is a community that serves or represents one or more neighborhoods, city, or county locales and is located within its service area.

3.10 **Community Leaders** shall be defined as persons in a community who have initiated and/or taken charge of projects that benefited the community as a whole.

3.11 **Contract** shall be defined as an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of this Statement of Work.

3.12 **Contract Payment Unit** shall be defined as the DCFS unit responsible for processing CONTRACTOR's invoices.

3.13 **Contract Start Date** shall be defined as the date CONTRACTOR shall begin to perform Adoption Promotion and Support Services pursuant to the terms of this Contract.

3.14 **CONTRACTOR** shall be defined as the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by this Statement of Work.

3.15 **CONTRACTOR Project Manager** shall be defined as the individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

3.16 **COUNTY** shall be defined as the County of Los Angeles.

3.17 **COUNTY Contract Program Monitor** shall be defined as the person with responsibility to oversee the day-to-day activities of the Contract. This includes responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.

3.18 **COUNTY Program Director** shall be defined as the 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.

3.19 **COUNTY Program Manager** shall be defined as the person designated by COUNTY's Program Director to manage the operations under this Contract.

3.20 **CSW** shall be defined as a Children's Social Worker.

3.21 **Data Entry Staff** shall be defined as staff that has data entry knowledge and experience.

3.22 **Day(s)** shall be defined as calendar day(s) unless otherwise specified.

3.23 **DCFS** shall be defined as the Department of Children and Family Services.

3.24 **Deliverable** shall be defined as a tangible, measurable task, service, or activity required under this contract.

3.25 **Director** shall be defined as the Director of the Department of Children and Family Services.

3.26 **DMH** shall be defined as the Department of Mental Health.

3.27 **Family** shall be defined as a social unit(s), including, but not limited to, birth parent(s), blood relative(s), adoptive parent(s), legal guardian(s), non-relative extended family member(s) and foster parent(s), and the children that they rear and care for.

3.28 **Family Preservation (FP)** shall be defined as intense services for families served by DCFS whose child(ren) are at imminent risk of out-of-home placement or to prepare families in which a child(ren) will be returning from placement within a three-month period.

3.29 **Family Reunification** shall be defined as child welfare services to reunite children who were placed in out-of-home care, with their families.

3.30 **Family Support (FS) Services** shall be defined as intense services for

families served by DCFS whose child(ren) are at imminent risk of out-of-home placement or to prepare families in which a child(ren) will be returning from placement within a three-month period.

3.31 **First 5 LA** shall be defined as a commission nominated by the Los Angeles County Board of Supervisors, Department of Health Services, Department of Mental Health, Office of Education, and other children and families organizations throughout the COUNTY to support and strengthen families with young children up to age five (5).

3.32 **Fiscal Year** shall be defined as the twelve (12) month period beginning July 1st and ending the following June 30th.

3.33 **Licensed Clinical Social Worker (LCSW)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide clinical social work or mental health treatment services.

3.34 **Linkage Service** shall be defined as a CONTRACTOR's responsibility to refer clients to bonafide resources to provide non-reimbursable services or resources that are outside the scope of the CONTRACTOR's services. Clients shall be referred to non-profit social service organizations founded for religious, charitable or social welfare purposes, that are tax exempt under 501(c) of the Internal Revenue Code.

3.35 **Marriage and Family Therapist (MFT)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide marriage, family, and child counseling, social work, or mental health treatment services.

3.36 **Neglect** shall be defined as the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. California law defines two categories of physical neglect: severe neglect and general neglect. a) Severe neglect – The negligent failure of a parent or caregiver to protect the child from severe malnutrition or medically diagnosed non-organic failure to thrive. It also includes those situations of neglect where the parent or caregiver willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care. b) General Neglect – The negligent failure of a parent or caregiver to provide adequate food, clothing, shelter, medical care or supervision where no physical injury to the child has occurred.

3.37 **Non-Relative Extended Family Member** shall be defined as an unrelated adult/caregiver who has an established relationship with a child.

3.38 **Outcomes** shall be defined as the results for children and families that the CONTRACTOR is expected to accomplish.

3.39 **Paraprofessional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services, but who do not possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field.

3.40 **Performance Targets** shall be defined as measurable benchmarks which guide performance toward a desirable result.

3.41 **Professional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services, and possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling or a closely related field.

3.42 **Professional Therapist Staff** shall be defined as paid CONTRACTOR staff who provide therapy to families and children, and possess, at minimum, a Master's Degree in social work, psychology, marriage and family counseling or a closely related field. Professional Therapist Staff shall have a minimum of two (2) years of adoption experience, including, but not limited to, an awareness of the developmental process of adoption and training in adoption therapy strategies and techniques.

3.43 **Project** shall be defined as the work to be performed by CONTRACTOR.

3.44 **Promoting Safe and Stable Families** shall be defined as a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services.

3.45 **Regional Center** shall be defined as a private agency that contracts with the California Department of Developmental Services (CDDS) to provide services to developmentally disabled children and adults.

3.46 **Service Completion** shall be defined as clients who complete the entire Adoption Promotion and Support Services.

3.47 **Service Termination** shall be defined as clients who have not finished the entire Adoption Promotion and Support Services enrolled service component.

3.48 **Stakeholder** shall be defined as individuals and agencies from the community who are interested in the APSS program and services provided by the CONTRACTORS.

3.49 **Subcontract** shall be defined as a contract between the CONTRACTOR and a third party to provide services or materials necessary to fulfill this contract.

3.50 **Subcontractor** shall be defined as the third party who enters into a contract with the CONTRACTOR whereby the third party agrees to provide APSS or materials necessary to fulfill this contract.

3.51 **Substitute Adult Role Model (SARM)** shall be defined as a mentorship service for youth receiving APSS.

3.52 **Supervising Therapist** shall be defined as paid CONTRACTOR staff who supervise Professional Therapist Staff. The Supervising Therapist shall be currently licensed as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or a Licensed Clinical Psychologist with a minimum of five (5) years adoption experience.

4.0 STAFFING

4.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met:

4.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances and background checks have been conducted for all CONTRACTOR's staff and volunteers as well as all Subcontractor staff, prior to the beginning and continuing work under any resulting contract (see section 8.17, Criminal Clearances, of Sample Contract). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR whether or not the CONTRACTOR's or Subcontractor's staff pass or fail the background and criminal clearance investigations.

4.1.2 Language Ability: CONTRACTOR's personnel, as well as all Subcontractor staff who are performing services under this contract, shall be able to read, write, speak, and understand English in order to conduct business with COUNTY. In addition to having competency in English, the CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served.

4.1.3 Service Delivery: CONTRACTOR shall ensure all professional

and paraprofessional staff and volunteers providing APSS services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community CONTRACTOR proposes to provide services.

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

4.2.1 Paraprofessional Staff: There are no minimum degree requirements for Paraprofessional Staff, however, CONTRACTOR shall ensure that all paraprofessional staff possess the expertise and experience necessary to provide direct client services as required in this SOW.

4.2.2 Professional Staff: Professional staff shall have, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling or a closely related field.

4.2.3 Project Manager: The Project Manager shall have, at minimum, a Bachelor's degree from an accredited school in a social science or a closely related field and two years full-time management experience in a social service agency.

4.2.4 Professional Therapist Staff: The minimum qualifications for the professional therapists are: a Master's Degree in social work, psychology, marriage and family counseling or a closely related field, with a minimum of (2) years of adoption experience, including, but not limited to, an awareness of the developmental process of adoption and training in adoption therapy strategies and techniques.

Interns shall not be utilized to provide therapy, but may co-facilitate group therapy with Professional Therapist Staff.

4.2.5 Supervising Therapist: A supervising therapist shall be currently licensed as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), or a Licensed Clinical Psychologist with a minimum of five (5) years adoption experience.

4.3 Staff Training, Records and Reporting

4.3.1 CONTRACTOR shall train all professional and paraprofessional staff and volunteers providing APSS no later than thirty (30) business days from their start date. This training shall consist of a minimum of forty (40) hours to include, but is not limited to: (1) identifying child safety issues; (2) instructing staff and volunteers in mandated reporting requirements; (3) working with families affected by abuse and neglect; (4) learning methods of identifying and building family strengths; (5) helping parents build on their own skills and confidence; (6) promoting positive parent-child and family interaction; (7) learning record keeping procedures and reporting requirements; (8) becoming familiar with PSSF legislation; (9) cultural sensitivity; (10) linking families to community services and resources; (11) working with children waiting to be adopted, children in the process of being adopted, and adopted children; and (12) working with families considering adopting, in the process of adopting, and families who have adopted.

4.3.2 CONTRACTOR shall ensure all staff and volunteers providing APSS receive a minimum of eight (8) hours per quarter of ongoing in-service training. CONTRACTOR shall, at a minimum, hold weekly supervision reviews with all staff and volunteers.

4.3.3 All CONTRACTORS shall attend a mandatory Orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the Orientation.

4.3.4 CONTRACTOR shall maintain documentation in the personnel files of each professional and paraprofessional staff and volunteer of: (1) all training hours and topics; (2) copies of all professional and paraprofessional staff and volunteer resumes, degreed certificates, and professional licenses; and (3) current criminal clearances.

4.3.5 CONTRACTOR shall provide the COUNTY Program Manager at the beginning of each contract term, and within 15 days of any staff changes, a roster of all staff that includes: (1) names and positions; (2) work schedule; and (3) telephone number.

4.3.6 CONTRACTOR shall advise the COUNTY Program Manager in writing of any changes in CONTRACTOR's key personnel at

least twenty-four (24) hours before the proposed change(s) including name, address, telephone number, and qualifications of new personnel. CONTRACTOR shall insure that no interruption of services occurs as a result of the change in personnel.

5.0 ADMINISTRATIVE TASKS

5.1 Community/Network Meetings

5.1.1 CONTRACTOR shall hold Community Advisory Council (CAC) meetings quarterly to discuss and review community services.

5.1.2 CONTRACTOR shall hold Subcontractor/Network meetings at least quarterly to discuss and review their services. These meetings can be combined with the CAC meetings.

5.1.3 CONTRACTOR shall explore collaborative opportunities with other DCFS contracted partners as well as non-DCFS contracted community agencies providing adoption specific programs and services. Examples include, but are not limited to: (1) Consortium for Children; (2) Permanency Planning Mediation; (3) NACAC; (4) Freddie Mac Urban Parent Project; (5) VXR; (6) Access and Outreach; and (7) One Church, One Child Program.

5.1.4 CONTRACTOR shall develop linkages with community mental health providers. As part of the linkage, CONTRACTOR shall offer training workshops to community mental health professionals in adoption therapy. Network meetings with community therapists shall be held at least quarterly. Such Network meetings and training can be organized jointly amongst the CONTRACTORS awarded the APSS contracts. CONTRACTOR shall notify COUNTY Program Manager in writing of meeting dates at least 30 days prior to meeting.

5.2 Records/Reports

5.2.1 CONTRACTOR shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all APSS, CAC and Subcontractor/Network meetings.

5.2.2 CONTRACTOR shall complete the APSS Monthly Summary Report (A), Exhibit APSS-3a, and submit it to COUNTY Program Manager by the 15th of each month.

5.2.3 CONTRACTOR shall complete the APSS Monthly Summary Report (B), Exhibit APSS-3b, and submit it to COUNTY Program Manager by the 15th of each month.

5.2.4 CONTRACTOR shall complete the APSS Service Authorization Monthly Summary Report (C), Exhibit APSS-3c, and submit it to COUNTY Program Manager by the 15th of each month.

5.3 Days/Hours of Operation

CONTRACTOR's service delivery sites shall be open Monday through Friday, from 8:00 A.M. until 8:00 P.M and shall be open on either Saturday or Sunday, 9:00 A.M. until 1:00 P.M., to provide APSS to families. CONTRACTOR is not required to provide APSS on COUNTY recognized holidays. The COUNTY Program Manager will provide a list of COUNTY holidays to the CONTRACTOR at the time the Contract is awarded and at the beginning of each calendar year. In addition, CONTRACTOR's Project Manager or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY inquiries and to discuss problem areas.

5.4 Computer and Information Technology Requirements

5.4.1 CONTRACTOR must acquire a computer system, within 30 days of commencement of the contract, with the following hardware and software and an agreement for its on-site maintenance for the entire term of this agreement:

5.4.1.1 Basic Computer: (1) IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz; (2) 256 Megabytes of memory or more; and (3) Desktop screen resolution of 1024 x 768.

5.4.1.2 Software: (1) Microsoft Windows 2000 or Windows XP; and (2) Internet Explorer 5.5 or higher.

5.4.1.3 Internet Access: (1) High Speed Internet access (DSL or Cable Modem); and (2) establish linkages with the Web-based Application System (billing function) that is being implemented by COUNTY.

5.4.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted

program evaluator, if applicable.

5.4.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-based Application System (billing function) that is being implemented by COUNTY.

5.4.4 Prior to implementation of the Web-based Application System, CONTRACTOR shall submit original monthly invoices to the DCFS Contract Payment Unit and one copy to the COUNTY Program Manager for review and approval.

CONTRACTOR shall send original invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

5.4.5 The COUNTY's new Web-based Application System will be implemented between four to six months after commencement of the contract. Once the new Application System is available, CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. In addition to the electronic invoice, CONTRACTOR shall continue to send original hard copies of the invoices to the COUNTY Program Manager for review and approval.

5.4.6 COUNTY shall provide CONTRACTOR access to the web-based application and on-going maintenance and support of COUNTY's APSS Application System. CONTRACTOR's data entry staff shall attend a computer based training to be provided by COUNTY and a one-day classroom training, if necessary, of the APSS Application System. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the training session.

6.0 PARTNERSHIPS FOR FAMILIES INITIATIVE (PFF)

First 5 LA is developing child abuse prevention community-based services called PFF networks. The purpose of the networks is to create community partnerships to increase the availability and accessibility of both formal services and informal supports for families before child protective services involvement is necessary. CONTRACTORS shall: (1) refer families to a PFF network as one of their

Linkage services; and (2) collaborate with PFF networks in joint planning on Community advisory Councils.

7.0 SERVICE DELIVERY SITES

Services shall be provided at the service delivery sites listed on SOW Attachment A-1, CONTRACTOR's Service Delivery Sites. All service delivery sites listed on SOW Attachment A-1 shall be fully operational at the commencement of the Contract.

CONTRACTOR shall request approval from the COUNTY Program Manager in writing a minimum of thirty (30) days before terminating services at any of the location(s) listed on SOW Attachment A-1, Service Delivery Sites, and/or before commencing services at any other location(s) not previously approved in writing by the COUNTY Program Manager.

CONTRACTOR shall also provide APSS in the family's home, neighborhood center, school, workplace or any other appropriate setting to make APSS convenient for families.

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PART B. TARGET DEMOGRAPHIC

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1.0 The target demographics for APSS include the following:

1.1. (1) Children with an alternative permanent plan of adoption for whom recruitment efforts are underway; (2) children in long-term foster care who could benefit from a more permanent plan of adoption; and (3) children who are hesitant about being adopted;

1.2. Families pursuing adoption by becoming a resource family through participation in Partnering for Safety and Permanence-Model Approach to Partnership in Parenting (PS-MAPP);

1.3. Families involved in the adoption process, including pre-adoption activities and the adoption home study;

1.4. Children and families in need of support and services before, during, or following adoptive placement;

1.5. Families in need of support and services due to risk of adoption disruption after finalization; and

1.6. Adoptive families adopting a sibling group.

PART C. SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE OUTCOME 1.0 PERMANENCY		
PROVIDER & PROGRAM:		
PROGRAM TARGET GROUP: DCFS families receiving Adoption Promotion & Support Services.		
PROGRAM GOAL AND OUTCOME: Permanency – Children will have permanency and stability in their living situations through adoption when adoption is in the best interest of the child.		
OUTCOMES	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS***
Permanency for Children in Foster Care	Agency Generated Reports DCFS Generated Reports	95% of referred families and children do not experience placement disruption. **First Year of Contract Term**: 80% of referred children, attached and unattached, achieve adoption finalization. 15% of referred children are adopted within two years. **Second Year of Contract Term**: 85% of referred children, attached and unattached, achieve adoption finalization. 20% of referred children are adopted within two years. **Third Year of Contract Term**: 90% of referred children, attached and unattached, achieve adoption finalization. 33% of referred children are adopted within two years.

1.0 PERMANENCY

PERFORMANCE OUTCOME GOAL: Children will have permanency and stability in their living situations.

1.1. **SERVICE TASKS:** The CONTRACTOR shall provide the following **reimbursable** Adoption Promotion and Support Services:

1.1.1 Individual, Group and Family Therapy (reimbursed through Medi-Cal): CONTRACTOR's Professional Therapist Staff shall provide individual, family and group therapy to the target population described in Part B, Section 1.0 of this SOW.

Family therapy shall be limited to those families who are either matched with a child or have a child placed in their home.

Additionally, the CONTRACTOR shall provide group therapy to referred children when clinically indicated.

Family and Group therapy shall not supplant individual therapy, but shall be a supplemental service unless clinically indicated. The clinical rationale must be documented in the case record and discussed with the case carrying CSW or PAS CSW.

Clinical issues to be addressed in individual, group and family therapy may include issues of loss, rejection and abandonment, guilt and low self-esteem, anger and resentment, split loyalty, embarrassment, transference and projection, sabotage, birth parent involvement, trust and attachment issues, adjustment difficulties, redefining boundaries and relationships, and understanding why "traditional" parenting does not often work with children of abuse and neglect, and guidance regarding successful parenting techniques.

Therapy shall be provided to: (1) a child who is hesitant about being adopted to be open to adoption as a permanent plan option; (2) working with the child(ren) and family transition during the pre-placement steps; (3) working with the child and/or family after placement; and (4) working with the child and/or family after the adoption has finalized and the child has not reached 18 years of age. As clinically indicated, therapy can be provided to a child(ren) and family while they are going through one of the four above identified areas or as they progress through any and all four above identified areas.

When clinically indicated, individuals significant in the child's life, such as birth parents, siblings, extended family members, past, present and future caregivers, and others identified by child, may be invited to participate in therapy sessions. Sessions with significant others shall be time limited and shall focus on the child's needs.

Individual therapy shall be provided weekly, unless otherwise clinically indicated or other issues prevent weekly therapy sessions. Clinical issues may include but are not limited to child receiving individual and group or family therapy on alternate weekly basis. Other issues may include families' other commitments preventing them from attending weekly sessions. If therapy is not provided weekly, the rationale shall be documented in the case record and discussed with the case carrying CSW or PAS CSW.

Group therapy sessions shall be offered at a minimum on a bi-weekly basis, but it is preferable that they be offered on a weekly basis. When group membership reaches eight (8) children, the CONTRACTOR shall offer an additional group(s) on an alternate day.

If a child or family is receiving therapy, the therapist shall be the lead in determining the child and/or family's participation in support groups or Mentor Program.

Therapists shall be available to mentors for consultation (See 1.1.2 below).

CONTRACTOR shall either be a Medi-Cal provider and be able to utilize Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT) funding or shall subcontract with a provider who is a Medi-Cal provider and able to utilize EPSDT funding.

1.1.2 Adoptive Parent Mentor Program:

1.1.2.1 CONTRACTOR shall provide mentoring parents who have adopted children to provide the following services:

- Mentor and support prospective and new adoptive parents, including kin-adopt parents. Support can include providing insight into the adoption process, sharing personal experience, referral to community resources, and assistance throughout the adoption process;

- Mentor children with an alternative permanent plan of adoption for whom recruitment efforts are underway and children in long-term foster care who could benefit from a more permanent plan of adoption;

- Discuss adoption with children who may be hesitant about adoption;

- Supply the child's therapist with a monthly report on their contact with a child; and

- Present monthly promotions, in coordination with the COUNTY Program Manager, in the community, such as dissemination of information and presentations at community agencies, religious institutions, and other organizations with whom the mentor is involved.

1.1.2.2 CONTRACTOR shall also perform the following program responsibilities:

- Recruit mentoring parents. Mentors shall reflect the cultural, ethnic and demographic population served by the CONTRACTOR;

- Provide ongoing training for mentors;

- Provide access to the professional therapists for consultation;

- Publicize the Adoptive Parent Mentor Program in the community the CONTRACTOR serves;

- Dedicate a telephone line for the Adoptive Parent Mentor Program;

- Facilitate monthly meetings with all mentors, commencing the second month of the contract term; and

- Mentors shall be available to meet or talk on the telephone.

Within 30 days of the first day of the contract term, CONTRACTOR shall provide COUNTY Program

Manager with the dates and times of the monthly meetings for the next six months. Meeting dates and times for the following six months shall be determined at the second to last scheduled meeting and provided to the COUNTY Program Manager. COUNTY Program Manager may attend these meetings.

The purpose of these meetings is to provide a forum for mentors to discuss their experiences; share successes and ideas, obtain feedback and suggestions, and provide input on how to improve the Mentor Program. These meetings are distinct from training.

- Coordinate biannual mentor meetings with the other DCFS APSS CONTRACTORS. The meeting agenda shall be developed jointly by all DCFS contracted APSS agencies. Meeting locations shall rotate between the various CONTRACTOR locations. The CONTRACTOR at whose facility the meeting is held shall facilitate the meeting, keep the minutes, and provide the COUNTY Program Manager and other DCFS Contracted APSS agencies copies of the minutes within 15 days. CONTRACTOR shall provide the COUNTY Program Manager the date, time, and location of each meeting 45 days prior to the meeting date. COUNTY Program Manager may attend these meetings.

  The purpose of these meetings is to provide a forum to discuss each CONTRACTOR's experience with the Mentor Program, share successes and ideas, coordinate efforts, and develop a joint strategic plan.

1.1.3 Support and Discussion Groups:

1.1.3.1 CONTRACTOR shall provide Support and Discussion Groups in both English and Spanish for: (1) prospective and new adoptive parents (including kin-adopt parents); (2) birthparents; and (3) children (including children who have an alternative permanent plan of adoption) to discuss concerns, issues, frustrations, experiences, and successes related to everyday family life and child rearing.

1.1.3.2 CONTRACTOR shall give priority to families with older children and sibling sets who are in the early stages of adjusting to adoptive placement or are waiting for adoption finalization.

1.1.3.3 Families whose adoption has been finalized shall be referred to DCFS' Post-Adoption Services Unit for Support and Discussion Groups.

1.1.4 Case Management Services: The CONTRACTOR shall provide at a minimum the following reimbursable case management services:

1.1.4.1 Obtain the information necessary to determine which CONTRACTOR/Subcontractor, PSSF APSS, and/or Linkage services are available and appropriate to address the family's needs. This information shall also include: (1) an identifying information form with all pertinent demographic information; (2) documentation of the consent or attempt to obtain consent from the client or guardian for admission, treatment, evaluation, aftercare or research.

1.1.4.2 Develop in partnership with the family a written individualized service plan including: (1) documentation of client strengths and needs; (2) measurable goals and objectives related specifically to client strengths and needs; (3) method of achieving goals (i.e., what services will be provided, how will services be provided, and who will provide the services); and (4) a weekly plan of activities to be accomplished with the client.

The initial service plan must be completed within 30 days. Changes to the plan shall involve the client and be signed and dated by all parties involved.

1.1.4.3 Review and document the family's progress toward achieving their service plan and completing the PSSF APSS program every 90 days. Documentation of client progress shall consist of: (1) central issues encountered; (2) client response; (3) skills learned and applied by client; (4) progress toward goals; (5) barriers to progress; (6) contacts with or from other agencies; (7) service provider's impressions; (8) case staffing reports; and (9) reports from other involved

professionals. The progress notation shall include date, time and duration of contact, type of service and signature of individual completing the summary.

1.1.4.4 Document appropriate follow-up within five (5) business days of Linkage referrals to determine that the services are being utilized and are appropriate.

1.1.4.5 Provide quarterly reports that shall include: (1) services offered to the client; (2) appropriateness and effectiveness of services provided; and (3) review of the intake, assessment, service plans, progress notations, and other pertinent information in the file.

1.1.4.6 Provide special incident reports that shall document any significant disciplinary action, health and safety issue, rules violation or action involving liability including, but not limited to, the following: (1) treatment complications; (2) accidents or injuries to the client; (3) morbidity (disease or illness); (4) death of client; and (5) activities that place client at risk of harm or cause unusual pain. Special incident reports are to be submitted to COUNTY Program Manager.

1.1.4.7 Provide service completion/termination summary reports that shall include: (1) reason for completion/termination; (2) summary of services provided; (3) client progress while under agency care, including skills taught and goals attained or not attained; (4) prognosis and recommendation for further care/treatment; and (5) after-care plan that provides reasonable assurance of continued care with the participation of the client and family or guardian when indicated.

1.2 **Linkage Services**:

CONTRACTOR shall arrange the **non-reimbursable** Linkage services necessary to meet the needs of the family that CONTRACTOR's program does not directly provide by referral to a collaborative community agency/resource or a public agency. CONTRACTOR shall ensure that all families referred to a Linkage service receive appropriate services that meet the families' needs. CONTRACTOR's professional and paraprofessional staff and volunteers shall be knowledgeable about available community services and resources to effectively match services and resources with families' needs. Linkage services may include, but are not limited to, the following:

1.2.1 Childcare Services: This service provides the planned care, supervision, and guidance of children from birth through school age by someone other than a parent or guardian for less than 24 hours. This care may be provided in the child's own home, a relative's home, a licensed family day-care facility such as a private child care-center, or a school/campus child-care center. This service is for: (1) children who need socialization; or (2) parents or guardians who work and/or attend school or who require respite.

1.2.2 Health Care Services: These services, which are provided by Child Health Disability Prevention Program (CHDP) medical/dental providers or providers who offer equivalent services, enable a family to alleviate or prevent health problems and ensure that the child(ren) receives the appropriate medical/dental examinations and follow-up treatment in accordance with the CHDP Periodicity Schedule.

1.2.3 Mental Health Services: These services, which are provided by the Department of Mental Health (DMH) certified Mental Health Service Rehabilitation Medi-Cal providers, offer: (1) psychological testing; (2) individual child and adult therapy; (3) family and group therapy; (4) evaluation for medication support; and (5) case planning and management.

1.2.4 Physical and Developmental Services: These services, which are provided by California Children's Services for individuals with physical and/or developmental disabilities, offer: (1) after-school recreation/day care; (2) recreation for teens and adults; (3) infant/toddler development; (4) adult development; (5) day camps; (6) resident summer camps; (7) sheltered workshops (work activity centers); (8) supported employment; (9) therapeutic aquatics; (10) post-stroke support groups; (11) parent groups; (12) social service counseling; (13) accessible housing; (14) orthopedic equipment loans; and (15) information and referral.

1.2.5 Regional Center Services: These services, which are provided by a Regional Center for children and adults with developmental disabilities, offer: (1) assessment; (2) case management; (3) funding for rehabilitation services; (4) respite care; (5) out-of–home placement services; and (6) information and referral.

1.2.6 Educational Services: These services provided, which are provided by a local school district, assess the child's academic strengths and weaknesses and recommend the best available

academic program to meet the child's needs.

1.2.7 Special Education Services: These services, which are provided by a local public school, offer Individual Education Plan (IEP) assessments for a child(ren) with emotional, physical, cognitive, or sensory impairment problems including attention deficit disorder or any chronic medical condition such as AIDS, cancer, heart disease, epilepsy, etc.

1.2.8 Substitute Adult Role Model Services: These services, which are provided by trained and supervised adult mentors for children and youth, foster positive behavior by broadening their social, educational and recreational experiences through the shared experiences and example of the mentor.

1.2.9 Income Support Services: These services assist families in obtaining financial assistance through State and federally funded programs such as: (1) Temporary Assistance to Needy Families (TANF); (2) Supplemental Security Income (SSI)/Zebley funding; (3) Social Security; (4) Veteran's Administration (VA) benefits; and (5) other assistance programs as appropriate.

1.2.10 Transportation Services: These services, which are provided by van pool, bus, or private vendor, transport children and families when no other means of conveyance is available.

1.3 Additional Service Tasks

The CONTRACTOR shall perform the following Additional Service Tasks:

1.3.1 Referral Process:

1.3.1.1 The CONTRACTOR shall accept referrals for Adoption Promotion and Support Services exclusively from DCFS and other DCFS contracted APSS providers (Section 1.3.1.4). COUNTY Program Manager, or their designee, in collaboration with CONTRACTOR, shall determine the appropriateness of referrals if the CONTRACTOR, after assessing the child and/or family, regards them as inappropriate for APSS services.

1.3.1.2 CONTRACTOR's receipt of the DCFS referral, Exhibit APSS-2, from the DCFS designated referral liaison or the Intake/Exit form, Exhibit APSS-1, from another DCFS APSS provider shall constitute an official

referral of the child and/or family to the CONTRACTOR. Proof of referral receipt is by fax stamp.

CONTRACTOR shall make contact with the child, family, case carrying Children's Social Worker (CSW) or Post Adoption Services (PAS) CSW within two (2) business days. CONTRACTOR shall have initial face to face contact with the child and/or family within five (5) business days. CONTRACTOR shall notify both the DCFS referral liaison and case carrying CSW or PAS CSW when CONTRACTOR is unable to make contact with the family within two (2) business days or have initial face to face contact within five (5) business days. If the referral was received from another DCFS APSS contracted provider, the CONTRACTOR shall also notify the APSS agency that sent the Intake/Exit form.

1.3.1.3 CONTRACTOR shall notify both the DCFS referral liaison and the case carrying CSW or PAS CSW within five (5) business days for non-cooperation or non-attendance of a child and/or family referred by DCFS. If such notification occurs within 30 days of receiving an Intake/Exit form from another DCFS contracted APSS provider, the CONTRACTOR shall also notify the APSS provider that sent the Intake/Exit form.

1.3.1.4 When a family moves out of the area served by the CONTRACTOR, the CONTRACTOR shall refer the family to another DCFS APSS contracted provider and notify the DCFS referral liaison and DCFS case carrying CSW or PAS CSW as appropriate, using the Intake/Exit form, Exhibit APSS-1.

2.0 EVALUATION AND OUTCOMES

2.1 Overview

Evaluative functions are used to set measurable targets for the CONTRACTOR's APSS program operation and to use those targets to test the effectiveness and efficiency of the services and supports being developed. In addition, evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model.

This section focuses on collecting, managing, and using information to improve individual and organizational performance. The evaluation and outcomes framework for these standards emphasizes best APSS service strategies, functional outcomes, child, family, and system satisfaction indicators, and cost. Inherent in these standards is a belief that active involvement of families, community members, public agency staff, and direct service staff in the complete quality improvement cycle is critical to accountability and quality service implementation and redesign.

2.2 CONTRACTOR shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels.

2.3 CONTRACTOR shall work with COUNTY Program Manager and/or designee to develop and implement client profiling and tracking systems which include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by APSS providers, and survey instruments. CONTRACTOR shall perform data entry to support these activities.

Attachment A-1

SERVICE DELIVERY SITES
FOR
ADOPTION PROMOTION AND SUPPORT SERVICES

Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )

Service Delivery Site(s) (SITE)

SITE Name	SITE Address	SITE Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

PART E – REQUIRED FORMS

SECTION I

REQUIRED FORMS AND DOCUMENTS

In accordance with PART B, Section 7.2, Section I must include the following:

COVER LETTER: In accordance with PART B, Section 7.2.1, Proposer shall provide a Cover Letter.

TABLE OF CONTENTS: In accordance with PART B, Section 7.2.2 Proposer shall provide a Table of Contents to clearly identify the contents of the proposal.

EXECUTIVE SUMMARY: In accordance with PART B, Section 7.2.3 Proposer shall provide an Executive Summary.

EXPLANATION OF EXPERIENCE: In accordance with PART B, Section 7.2.4 Proposer shall provide an Explanation of Experience.

FORM 1: CERTIFICATION OF "NO CONFLICT OF INTEREST"

FORM 2: OFFER TO PERFORM AND ACCEPTANCE OF TERMS AND CONDITIONS

FORM 3: LIST OF SUBCONTRACTORS

FORM 4: CERTIFICATION REGARDING LOBBYING

FORM 5: PROPOSER'S/OFFEROR'S EEO CERTIFICATION

FORM 6: COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FORM 7: LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

FORM 8: BOARD OF DIRECTORS RESOLUTION

FORM 9: RECENT PERFORMANCE HISTORY

FORM 10: PROPOSER'S INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

FORM 11: ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

FORM 12: JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

FORM 13: PROPOSER CERTIFICATION

FORM 14:- CONTRACTOR'S ADMINISTRATION

AGENCY BY-LAWS: In accordance with PART B, Section 7.2.19, Proposer must submit Agency By-Laws.

TAX STATUS: In accordance with PART B, Section 7.2.20, Proposer must submit verification of Tax Status from the Internal Revenue Service and Franchise Tax Board.

ORGANIZATIONAL DATA: In accordance with PART B, Section 7.2.21, Proposer must submit documentation representing its organizational structure (e.g., organization charts, etc.).

LICENSES AND PERMITS: In accordance with PART B, Section 7.2.22, Proposer must provide copies of all pertinent Licenses and Permits required for the provision of the specified services (e.g., business licenses etc.).

PROOF OF INSURABILITY: In accordance with PART B, Section 7.2.23, Proposer must submit Proof of Insurance.

REGISTRATION IN COUNTY'S WEBVEN: In accordance with PART B, Section 7.2.24, Proposer shall submit confirmation of registration in the County's Webven.

CONTRACTORS JOINT VENTURES AND/OR PARTNERS: In accordance with PART B, Section 7.2.25, Proposer shall submit a list of all joint ventures and/or partners.

FORM 1

CERTIFICATION OF "NO CONFLICT OF INTEREST"

The Los Angeles County Administrative Code, Paragraph 2.180.010, provides as follows:

"CONTRACTS PROHIBITED"

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposal or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such a contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in Subsection 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding twelve months, came within the provisions of Subsection 1 and who

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees described in Subsection 3 serve as officers, partners, or major shareholders.

Proposer hereby declares and certifies that no employee, nor any other person acting on Proposer's behalf, who prepared and/or participated in the preparation of this proposal, is within the purview of County Code Section 2.180.010 as above defined.

_____

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Date

FORM 2

OFFER TO PERFORM
AND
ACCEPTANCE OF TERMS AND CONDITIONS

_____ (Proposer's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposal (RFP) for Los Angeles COUNTY under all the terms and conditions specified in the Agreement included therein and agrees that this offer shall remain irrevocable up to and including 180 days following the RFP submission due date stated in the RFP cover letter.

_____
Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____
Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____
Date

FORM 3

LIST OF SUBCONTRACTORS

Name of Proposer: _____

SPA or DCFS office boundary	SUBCONTRACTOR NAME [ ] Active Subcontractor* [ ] Proposed Subcontractor (Please check appropriate box)	SUBCONTRACTOR ADDRESS	CONTACT PERSON	PHONE (P): FAX (F):
				P: ( )
				F: ( )

* Enter term of active subcontract here: Start date: _____ End date: _____.

Enter Description of Direct Services Here:

(Please make additional copies of this form if necessary)

FORM 4

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Request Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Date

FORM 5 **EXHIBIT D**

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

_____
Legal Name of Agency

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firms, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

1.	The proposer has a written policy statement prohibiting discrimination in all phases of employment.	YES [ ]	NO [ ]
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	YES [ ]	NO [ ]
3.	The proposer has s system for determining if its employment practices are discriminatory against protected groups.	YES [ ]	NO [ ]
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals or time tables.	YES [ ]	NO [ ]

_____
Print Name and Title of Principal Owner, officer, or manager responsible for submission of the proposal to the County

_____
Authorized Signature of Principal Owner, officer, or manager responsible for submission of the proposal to the County

_____
Date

FORM 6 **EXHIBIT E**

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

❑ **I AM NOT**
❑ **I AM**

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

❑ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.
My County (WebVen) Vendor Number _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

FORM 7

LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): / FAX (F):	Other Agency's*
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	

*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true, correct, and in accordance with California Corporations Code Section 5227.

_____

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Date

FORM 8

BOARD OF DIRECTORS RESOLUTION

(This Is A Sample Document Only. This must be prepared on your Organizations Letterhead.)

BE IT RESOLVED THAT ON _____, 200__, THE BOARD OF DIRECTOR'S OF _____
(LEGAL NAME OF PROPOSER)

HEREBY AUTHORIZES AND DIRECTS _____ (Print full name of person authorized), _____ (Print the title of the person authorized) AND _____ (Print full Name of second person authorized), _____ (Print the title of the second person authorized) TO SUBMIT THE ATTACHED PROPOSAL AND TO BIND THE PROPOSER IN AN AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR FS, FP, AND/OR APSS SERVICES AS STIPULATED IN THIS RFP AND ANY RESULTING FINAL EXECUTED AGREEMENT.

ATTESTED:

_____
Signature Line for Chair/Chairman of Board

_____
Print Name and Title of Chair/Chairman of the Board of Directors

_____
Signature Line for Treasurer/Chief Financial Officer

_____
Print Name and Title of Board of Director Member who is Treasurer/Chief Financial Officer

_____
Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

_____
Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

_____
Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

_____
Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the proposal to the County.

FORM 9

RECENT PERFORMANCE HISTORY

List all contracts completed during the last three years showing year, type of services, dollar amount of services provided, location, contracting agency, and name and phone number of the contact person on the contract. A minimum of three (3) contracting agencies may be contacted.

Legal Name of Agency: _____

Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service?* Yes/No	Location of Service Provided
1.						
Reference Contact Person:		Telephone #: ( )		Fax #: ( )		

Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service?* Yes/No	Location of Service Provided
2.						
Reference Contact Person:		Telephone #: ( )		Fax #: ( )		

Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service?* Yes/No	Location of Service Provided
3.						
Reference Contact Person:		Telephone #: ( )		Fax #: ( )		

*Is the contracted service similar to the services being solicited for this RFP?
(Please make additional copies of this form if necessary)

FORM 10

PROPOSER'S INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

_____
(Legal name of Agency)

Please answer "YES" or "NO" to the following questions. If a "YES" answer is marked, please attach a separate sheet and explain fully the circumstances and include discussion of the potential impact on the proposer's proposal, if any. As part of the proposal 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.

a.	Has the proposer been involved in litigation?	YES [ ]	NO [ ]
b.	Is the CEO, President, Executive Director or Owner currently, or within the past seven (7) years, involved in litigation related to the administration and operation of the proposer?	YES [ ]	NO [ ]
c.	Are any of the proposer's staff members unable to be bonded?	YES [ ]	NO [ ]
d.	Have there been unfavorable rulings by a funding source against the proposer for improper activities/ conduct or contract compliance deficiencies?	YES [ ]	NO [ ]
e.	Has the proposer or proposer's CEO, President, Executive Director or Owner ever had public or foundation funds withheld?	YES [ ]	NO [ ]
f.	Has the proposer or proposer's CEO, President, Executive Director or Owner refused to participate in any fiscal audit or review requested by a government agency or funding source?	YES [ ]	NO [ ]
g.	Has the proposer or proposer's CEO, President, Executive Director or Owner been involved in any litigation involving the prospective contractor or any principal officers thereof, in connection with any contract within the past (7) years?	YES [ ]	NO [ ]

EXPLANATION (Please use separate page).

_____
Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

_____
Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

_____
Date

FORM 11

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, bidders/proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the opening. Additionally, bidders/proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the bidders/proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders/proposers shall complete, sign, and return with their proposal request this form. Bidders/proposers who are unable to meet this requirement shall not be considered for contract award.

Bidders/proposers shall complete all of the following information, sign where indicated, and return this form with their proposal request:

A. Bidder/proposer has a proven record of hiring GAIN/GROW Participants.

_____ YES _____ NO (Subject to verification by County)

B. Bidder/proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder/proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

If YES, state the name and telephone number of the person whom the County may contact to refer GAIN/GROW Participants:

_____ _____

Name Telephone No.

C. Bidder/proposer is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

_____YES _____NO _____ N/A (program not available)

BIDDER/PROPOSER

By:_____

Type or Print Name of Firm

_____ _____

Type or Print Name Type or Print Title

FORM 12 **EXHIBIT J**

COUNTY OF LOS ANGLES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ❑ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

FORM 13

PROPOSER CERTIFICATION

_____ (hereafter "Proposer")
(LEGAL NAME OF PROPOSER'S ORGANIZATION)

hereby certifies that the information submitted by Proposer named above in response to Los Angeles COUNTY's Request for Proposals (RFP) for Family Support, Family Preservation, and Adoption Promotion and Support Services for the Department of Children and Family Services is true and correct to the best of Proposer's information and belief.

This shall constitute a warranty, the falsity of which shall entitle the county to pursue any remedy authorized by law, which shall include the right, at the option of the county, of declaring any contract made as a result thereof to be void.

_____
Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____
Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____
Date

FORM 14

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO.: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

PART E – REQUIRED FORMS

SECTION I-A

PROGRAM SPECIFIC REQUIRED FORMS

In accordance with PART B, Section 7.3, Section I-A must include the following:

For Family Support Program also include Form FS-1

FORM FS-1: FS Proposed Service Delivery Sites

For Family Preservation Program also include Form FP-1

FORM FP-1: FP Proposed Service Delivery Sites

For Adoption Promotion and Support Services also include Form APSS-1

FORM APSS-1: APSS Proposed Service Delivery Sites

FS PROGRAM SPECIFIC REQUIRED FORM

PROPOSED SERVICE DELIVERY SITES
FOR
FAMILY SUPPORT PROGRAM

Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )

Service Delivery Site(s) (SITE)

SITE Name	SITE Address	SITE Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

FP PROGRAM SPECIFIC REQUIRED FORM

PROPOSED SERVICE DELIVERY SITES
FOR
FAMILY PRESERVATION PROGRAM

Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )

Service Delivery Site(s) (SITE)

SITE Name	SITE Address	SITE Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

APSS PROGRAM SPECIFIC REQUIRED FORM

PROPOSED SERVICE DELIVERY SITES
FOR
ADOPTION PROMOTION AND SUPPORT SERVICES

Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )

Service Delivery Site(s) (SITE)

SITE Name	SITE Address	SITE Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

PART E – REQUIRED FORMS

SECTION II

PROPOSAL NARRATIVE

In accordance with PART B, Section 7.4, Section II must include the following:

PROPOSAL NARRATIVE: In accordance with PART B, Section 7.4, Proposer must complete and submit a Proposal Narrative.

PART E – REQUIRED FORMS

SECTION III

PROGRAM SPECIFIC NARRATIVE

In accordance with PART B, Section 7.5, Section III must include the following:

FOR FAMILY SUPPORT PROGRAM PROPOSAL:

In accordance with PART B, Section 7.5.1, Proposer must complete and submit a Program Specific Narrative for Family Support.

FOR FAMILY PRESERVATION PROGRAM PROPOSAL:

In accordance with PART B, Section 7.5.2, Proposer must complete and submit a Program Specific Narrative for Family Preservation.

FOR ADOPTION PROMOTION AND SUPPORT SERVICES PROPOSAL:

In accordance with PART B, Section 7.5.3, Proposer must complete and submit a Program Specific Narrative for Adoption Promotion and Support Services.

PART E – REQUIRED FORMS

SECTION IV

QUALITY ASSURANCE PLAN SUMMARY

In accordance with PART B, Section 7.6, Section IV must include the following:

QUALITY ASSURANCE PLAN SUMMARY: In accordance with PART B, Section 7.6, Proposer must complete and submit a Quality Assurance Plan Summary.

PART E – REQUIRED FORMS

SECTION V

PROPOSER'S FINANCIAL CAPABILITY

In accordance with PART B, Section 7.7, Section V must include the following:

PROPOSED BUDGET: In accordance with PART B, Section 7.7.1, Proposer must complete and submit Line Item Budgets and Budget Justification Narrative.

COST ALLOCATION PLAN: In accordance with PART B, Section 7.7.2, Proposer must complete and submit an agency-wide Cost Allocation Plan.

AUDITED FINANCIAL STATEMENT: In accordance with PART B, Section 7.7.3, Proposer shall provide documentation on its financial status by submitting Audited Financial Statements.

FORM 15: CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

FORM 16: CERTIFICATION OF FISCAL COMPLIANCE

FORM 17: REVENUE DISCLOSURE

FORM 18: PROPOSER'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

FORM 19: LIST OF COMMITMENTS

FORM 15 **EXHIBIT C**

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1.0 Certification of Independent Price Determination

By submission of this proposal, the Proposer certifies that the statements included herein are true and that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other proposer or competitor for the purpose of restricting competition.

2.0 List name(s) and telephone number(s) of the person(s) authorized to legally commit the Proposer.

Name	Phone Number
_____	( ) _____
_____	( ) _____
_____	( ) _____

_____
Legal Name of Proposer:

_____
Tax ID Number

_____
Name and Title of Signer

_____
Signature

_____
Date

FORM 16

CERTIFICATION OF FISCAL COMPLIANCE

The undersigned hereby affirms that the Proposer utilizes commonly accepted accounting procedures and maintains internal controls and procedures necessary for the monitoring of any resultant contract award. A copy of the Proposer's latest (within 18 months) independent financial auditor's report and financial statements plus all management letters or reports on internal accounting procedures are appended. If no audit has been conducted, a statement to that affect must be included and may be considered in evaluating this proposal.

If there have been any failures or refusals by the undersigned to complete any previous contract(s) or grant(s) or there has been performance at a level below that required by the contract resulting in unexpended contract funds, information disclosing such failures is provided in this proposal.

_____

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

_____

Date

FORM 17

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

FORM 18

PROPOSER'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Proposer must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes_____ No_____
If yes, provide name of organization or person and the following information:

Print Name and Title	Address
Telephone Number	Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

Proposer must declare whether it has Financial Interest in any other business.

Yes_____ No_____
If yes, provide name of business:

Print Legal Name of Business	Address
Telephone Number	Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

FORM 19

LIST OF COMMITMENTS

_____
Legal Name of Agency

❒ Yes, there are commitments (please list below).
❒ No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	**AMOUNT**	**TIME PERIOD**	**TYPE OF COMMITMENT**

I declare under penalty of perjury that the foregoing is true and correct.

_____
Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

_____
Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

_____
Date

LAST PAGE OF PROPOSAL

In accordance with PART B, Section 7.8, Proposer shall submit the Last Page of Proposal.

Last Page of Proposal

The last page of the proposal must list names of all persons having any right or interest in this agreement or the proceeds thereof. The page must include the signature of the person(s) authorized to bind the Prospective Contractor in an agreement (see samples below).

If your organization is a Corporation, two officials of the agency must sign the last page of the proposal. The names of the individuals signing must appear on the Corporation's Annual Information Statement filed with the Secretary of State and must be:

a. any one of the Chairman of the Board, the president, or any vice president, and

b. any one of the secretary, assistant secretary, chief financial officer, or assistant treasurer

If one or more of these executors cannot sign the contract, a corporate resolution specifically authorizing the execution of this Agreement by the signing individual(s) must be attached.

Additionally, if your organization is a corporation, the following format shall be used for the last page of the proposal:

If your organization is <u>not</u> a corporation (i.e., sole proprietorship or partnership), the proprietor or, if applicable, each of the partners in the partnership must sign the last page of the proposal.

If your organization is a sole proprietorship, the following format shall be used:

Continued on next page

Respectfully submitted,

_____
(Firm or Corporate Name)

By _____
Signature

_____
Print Name

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

By _____
Signature

_____
Print Name

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

Date _____

Address _____

City _____

Zip Code _____

Telephone _____

Facsimile _____

_____
Tax Identification Number

PART F

SAMPLE CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

_____

CONTRACTOR

FOR

FAMILY SUPPORT SERVICES

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

March 2005

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY SUPPORT PROGRAM

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Exhibit A-1	Family Support Program Statement of Work
Exhibit B	Budget
Exhibit C	Certification of Independence Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	Internal Revenue Notice 1015
Exhibit I	Child Support Compliance Program Certification
Exhibit J	Jury Service Program Certification – Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K	County Policy on Doing Business with Small Business
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Sample Subcontract
Exhibit N	Contract Discrepancy Report
Exhibit O	Fixed Asset Instructions and Form

Family Support Specific Exhibits

Exhibit FS-1	Monthly Summary Report and Instructions
Exhibit FS-2	Individual Family Service Log and Instructions
Exhibit FS-3	Cumulative Monthly Linkage Report
Exhibit FS-4	Intake/Exit Form
Exhibit FS-5	County Administration
Exhibit FS-6	Family Centered Service Request for Authorization (DCFS 800)
Exhibit FS-7	Customer Satisfaction Survey
Exhibit FS-8	DCFS Form 800

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND

_____
FOR
FAMILY SUPPORT PROGRAM

This Contract is made and entered into this _____ day of _____2005 by and between the County of Los Angeles, hereinafter referred to as COUNTY and _____, hereinafter referred to as CONTRACTOR. _____ is located at _____.

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY may contract for Family Support Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a non-profit organization agency specializing in providing Family Support Services; and

WHEREAS, pursuant to provisions of Section 430, Title IV-B, Subpart 2, of the social Security Act as amended by the omnibus Budget Reconciliation Act of 1993 and 45 CFR 1357 is designated to administer the federal Promoting Safe and Stable Families services designed to help State child welfare agencies and eligible Indian Tribes establish and operate integrated community-based family support services for families at risk or in crisis; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to ensure the health and well-being of children and family members, especially children, receiving Family Support Services and are in the best interest of the children; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services (DCFS) to execute the Contract; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A-1, B, C, D, E, F-1, F-2, G, H, I, J, K, L, M, N, O, FS-1, FS-2, FS-3, FS-4, FS-5, FS-6, FS-7 and FS-8 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Exhibits

Exhibit A-1	Family Support Program Statement of Work
Exhibit B	Proposed Budget
Exhibit C	Certification of Independence Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Administration Handbook
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Exhibit L	Safely Surrendered Baby Law
Exhibit M	Sample Subcontract
Exhibit N	Contract Discrepancy Report
Exhibit O	Fixed Asset Instructions and Form

Family Support Specific Exhibits

Exhibit FS-1	Monthly Summary Report and Instructions
Exhibit FS-2	Individual Family Service Log and Instructions
Exhibit FS-3	Cumulative Monthly Linkage Report
Exhibit FS-4	Intake/Exit Form
Exhibit FS-5	County Administration
Exhibit FS-6	Family Centered Service Request for Authorization (DCFS 800)
Exhibit FS-7	Customer Satisfaction Survey
Exhibit FS-8	DCFS Form 800

2.0 DEFINITIONS

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

2.1 **CONTRACT** – Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A-1.

2.2 **CONTRACTOR** – The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

2.3 **CONTRACTOR PROJECT MANAGER** – The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.4 **COUNTY PROGRAM DIRECTOR** – Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Program Manager.

2.5 **COUNTY PROGRAM MANAGER** – Person designated by COUNTY's Program Director to manage the operations under this Contract.

2.6 **COUNTY CONTRACT PROGRAM MONITOR** – Person with a responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, good, services and other work provided by CONTRACTOR.

2.7 **DAY(s)** – Calendar day(s) unless otherwise specified.

2.8 **FISCAL YEAR** – The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR'S WORK

3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A-1, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be

deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for three (3) years commencing on July 1, 2005 or date of execution by the Director of DCFS, whichever is later, and shall continue through June 30, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend the Contract term. Each such extension shall be exercised at the sole discretion of the COUNTY Board of Supervisors.

4.3 CONTRACTOR shall notify DCFS when this Contract is within six (6) months of expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit FS-5, County Administration.

5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A-1, Statement of Work, in accordance with Section 5.5, Invoices and Payments, provided that the total amount payable under this Agreement shall not exceed _____, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable during each Contract year of the term of this Agreement shall not exceed _____, hereinafter referred to as "Maximum Annual Contract Sum".

5.2 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Proposed Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 8.4, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.3 Contractor shall not utilize more than ten percent (10%) of their Maximum Annual Contract Sum for administrative and indirect costs.

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

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

5.5 **Invoices and Payments**

5.5.1 COUNTY's new Web-based Application System (billing function) will be implemented between four to six months after commencement of the Contract. Once the new Application System is available, CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. CONTRACTOR must have available the necessary electronic equipment as set forth in Section 7.5, Computer and Information Technology Requirements, of this Contract, and in Exhibit A-1, FS Statement of Work, Section 5.4. In addition to the electronic invoice, CONTRACTOR shall continue to send signed original hard copies of the invoices to the COUNTY's Program Manager for review and approval.

5.5.2 For work performed in accordance with the terms of this Agreement as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit B, Proposed Budget and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).

5.5.3 CONTRACTOR, without prior approval of COUNTY, may allocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment and travel). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in

any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

Department of Children and Family Services
Attn: Iris Courtney, Program Manager
Family Support Program
425 Shatto Place, Room 301
Los Angeles, California 90020

And a duplicate Budget modification request to:

Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles California 90020

5.5.4 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and in conformity with Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and the line item budget categories of Exhibit B, Proposed Budget.

5.5.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days at COUNTY's sole discretion as long as sufficient funds remain available under this Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Proposed Budget.

5.5.6 Prior to the implementation of the COUNTY's Web-based Application System, CONTRACTOR shall submit the original monthly invoice to DCFS Contract Payment Unit and one copy to the County Program Manager for review and approval.

CONTRACTOR shall send original invoices to:

Department of Children and Family Services
Attention: Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And duplicate copies of the invoices to be approved to:

Department of Children and Family Services
Family Support Program
Attention: Iris Courtney, Program Manager
425 Shatto Place, Room 301
Los Angeles, California 90020

5.5.7 The Program Manager shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that invoiced services have been received.

5.5.8 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Contract Payment Unit for payment.

5.5.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of the Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.

5.5.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

5.5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments that exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.5.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.5.13 CONTRACTOR shall notify COUNTY, in the manner set forth in Section 5.5, Invoices and Payments, and Section 8.33 Notices, of this Contract, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Section 5.5, Invoices and Payments, and Section 8.33, Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Section 5.5, Invoices and Payments, and Section 8.33, Notices.

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sections are designated in Exhibit FS-5, County Administration. The COUNTY shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROGRAM DIRECTOR

Responsibilities of the COUNTY's Program Director include:

- Ensuring that the objectives of this Contract are met;

- Making changes in the terms and conditions of this Contract in accordance with Section 8.4, Change Notices and Amendments; and

- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 **County's Program Manager**

6.2.1 The responsibilities of the COUNTY's Program Manager include:

- Meeting with CONTRACTOR's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

6.2.2 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.

6.3 **County's Contract Program Monitor**

The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF THE CONTRACT – CONTRACTOR

7.1 **Contractor's Project Manager**

7.1.1 CONTRACTOR's Project Manager is designated in the Required Forms, Form 14, Contractor's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Contract Program Monitor on a regular basis.

7.2 **Approval Of Contractor's Staff**

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

7.3 **Confidentiality**

7.3.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.3.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract. CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the attached "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.3.3 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Sections 827 and 10850 of the California Welfare and Institutions Code and MPP Division 19.

7.4 **Case Records**

CONTRACTOR shall develop and maintain a written case record for each family receiving Family Support services during the Contract term and make them available upon request by COUNTY. Each case record shall include, but not be limited to the following:

7.4.1 The Family Support Referral Service Authorization form (DCFS 800) for DCFS families;

7.4.2 The Intake/Exit Program Referral form (completed by CONTRACTOR and/or Subcontractor)

7.4.3 The case progress notes from the CONTRACTOR and/or Subcontractor documenting the services provided and the

family's progress. Case progress notes shall include, at a minimum, the date, time, the persons present, the issues discussed, the family's progress and the signature of the CONTRACTOR's/Subcontractor's staff; and

7.4.4 The Family Support Individual Family Service Log for each family, listing each Family Support service the family received, the name of the agency providing the service, the family's attendance dates, and the Service Completion or Service Termination date.

7.4.5 CONTRACTOR shall maintain terminated case records for a minimum of five (5) years after each Contract period. These records shall be made available to the COUNTY upon demand. All records shall be kept in accordance with Contract Section 8.38, Record Retention and Inspection/Audit Settlement.

7.5 Computer and Information Technology Requirements

7.5.1 CONTRACTOR shall provide a computer, within thirty 30 days of commencement of the Contract, with the following hardware and software and an agreement for the on-site maintenance for the entire term of the Contract.

- ✓ <u>Basic Computer</u>
- ✓ IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz.
- ✓ 256 Megabytes of memory or more
- ✓ Desktop screen resolution of 1024 X 768

- ✓ <u>Software</u>
- ✓ Microsoft Windows 2000 or Windows XP
- ✓ Internet Explorer 5.5 or higher

- ✓ <u>Internet Access</u>:
- ✓ High Speed internet access (DSL or Cable Modem)
- ✓ Establish linkages with the Web-based Application System (billing function) that is being implemented by COUNTY.

7.5.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services and any contracted program evaluator, when applicable.

7.5.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-based

Application System (billing function) that is being implemented by COUNTY.

7.5.4 During the term of the Contract, COUNTY will provide software for CONTRACTOR's automated invoicing. This software shall be installed and maintained by COUNTY.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Assignment And Delegation

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of DCFS or his/her designee. Any unapproved assignment or delegation shall be null and void. Any payments by DCFS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DCFS' sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any 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 DCFS' express prior written approval, may result in the termination of this Contract.

8.2 Authorization Warranty

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.

8.3 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within

thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 **Change Notices and Amendments**

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.

8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of supervisors for consideration and, if approved, execution.

8.4.4 For purposed of Sections 8.4.1 and 8.4.2 a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Agreement.

8.4.5 Notwithstanding the provisions of Section 8.4.1 and 8.4.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:

8.4.5.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.

8.4.5.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

8.4.5.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

8.4.5.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within fifteen (15) days following execution of such amendment.

8.5 **Child Abuse Prevention Reporting**

8.5.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

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

8.5.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.5.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

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

8.6 **Compliance with Applicable Law**

8.6.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

8.6.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

8.6.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.6.1.3 CONTRACTOR agrees to comply fully with the terms of the Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

8.6.1.4 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

8.6.1.5 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules,

policies, standards or ordinances as described in Section 8.6.1, Compliance with Applicable Laws.

8.7 Compliance With Civil Rights Laws

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

8.8 Compliance with the COUNTY's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-section, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a

Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any 12-month period under one or more COUNTY Contracts or Subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.8.2.4 CONTRACTOR's violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the

Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

8.9 **Conflict of Interest**

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

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

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

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

8.11 **Consideration of Hiring Gain/Grow Program Participants**

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

Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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

8.12 Consideration of Hiring Former Foster Youth

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 8.10 and 8.11, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
Attention: Emancipation Services
3530 Wilshire Boulevard, 4th Floor
Los Angeles, California 90010
Telephone # (213) 351-0100
FAX: (213) 637-0035

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 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).

CONTRACTOR is exempt from the provisions of this Section if it is a government entity.

8.13 Contractor Responsibility and Debarment

8.13.1 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.

8.13.2 **Chapter 2.202 of the County Code**

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 not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.13.3 **Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a non-profit 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 non-profit 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.

8.13.4 **Contractor Hearing Board**

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

8.13.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After

the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.13.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.14 **Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. DCFS will supply the CONTRACTOR with the poster to be used.

8.14.1 **Notice to Employees Regarding the Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall 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 where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.15 **Contractor's Warranty Of Adherence To County's Child Support Compliance Program**

8.15.1 CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract 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.

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

8.16 **COUNTY'S Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report 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.

8.17 **Criminal Clearances**

8.17.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the

Subcontract and shall maintain such records in the file of each such person.

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

8.17.3 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 defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	**TITLE**
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the

	mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

8.18 **Disputes Resolution**

CONTRACTOR shall bring to the attention of the County Program Manager and/or County Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the County Program Manager or County Program Director is not able to resolve the dispute, DCFS Director, or his designee shall resolve it.

8.19 **Employment Eligibility Verification**

8.19.1 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. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 **Facsimile Representations**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 **Fair Labor Standards**

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

8.22 **Fixed Assets**

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

8.23 Independent Contractor Status

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

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

8.23.3 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. CONTRACTOR shall be solely liable and responsible for furnishing any and all Worker's 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.

8.23.4 As previously instructed in Section 7.3, Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2.

8.24 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the

CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.25 **General Insurance Requirements**

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

8.25.1 **Evidence of Insurance**: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to: DCFS Contracts Administration, Attention: Walter Chan, Contracts Manager, 425 Shatto Place, Room 400, Los Angeles, California 90020, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract.
- Clearly evidence all coverages required in this Contract.
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.25.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.25.4 **Notification of Incidents, Claims or Suits: CONTRACTOR Shall Report to COUNTY**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY's Contracts Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.25.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.25.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

- CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.26 **Insurance Coverage Requirements**

8.26.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.26.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.26.3 **Workers' Compensation and Employer's Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

8.26.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.

8.26.5 **Property Coverage:** Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

8.26.5.1 **Personal Property:** Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of COUNTY-owned or leased property.

8.26.5.2 **Real Property and All Other Personal Property** – Special form ("all-risk") coverage for the full replacement value of COUNTY-owned or leased property.

8.26.6 **Crime Coverage:** Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	$ 500,000
Forgery or Alteration:	$ 500,000
Theft, Disappearance and Destruction:	$ 500,000
Computer Fraud:	$ 500,000
Burglary and Robbery:	$ 500,000

8.27 **Liquidated Damages**

8.27.1 If, in the judgment of the DCFS Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his designee, at his 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. 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 his designee, in a written notice describing the reasons for said action.

8.27.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director 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 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 is One Hundred Dollars ($100) per day per infraction, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.27.3 The action noted in Sub-section 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.27.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.28 **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 shall be immediately extended to the COUNTY.

8.29 Nondiscrimination and Affirmative Action

8.29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, CONTRACTOR's EEO Certification.

8.29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.29.4 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, or physical or mental disability, marital status, or political affiliation.

8.29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.29.6 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.29 when so requested by the COUNTY.

8.29.7 If the COUNTY finds that any provisions of this Section 8.29 have been violated, such violation shall constitute a material

breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 **Non-Exclusivity**

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

8.31 **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 shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

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

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

8.33 **Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit FS-5, County's

Administration and Required Forms, Form 14, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. DCFS Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

All notices to COUNTY shall be sent, in duplicate, addressed as follows:

Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to:

Attention: _____
_____
_____
_____

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 **Proprietary Rights**

8.35.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained herein.

8.35.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have

all ownership rights in software and modifications thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section 8.35. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.35.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.

8.35.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 8.35.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

8.35.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Sub-section 8.35.4 for:

8.35.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 8.35.3;

8.35.5.2 Any materials, data and information covered under Sub-section 8.35.2; and

8.35.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

8.35.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from the loss or damage by any cause, including, but not limited to, fire and theft.

8.35.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

8.35.8 The provisions of Sub-sections 8.35.5, 8.35.6 and 8.35.7 shall survive the expiration or termination of this Agreement.

8.36 **Public Records Act**

8.36.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Section 8.38, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 **Publicity**

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

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

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

8.37.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

8.38 **Record Retention and Inspection/Audit Settlement**

8.38.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirement for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.38.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U.S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records

pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information shall be kept and maintain by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and either for a period of five (5) years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

8.38.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.38.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel,

vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff and board members in all such efforts.

8.38.6 All users of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement 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 Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

8.38.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

8.39 **Recycled Bond Paper**

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

8.40 **Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to Subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to Subcontract, the CONTRACTOR shall provide the following information promptly at the County's request:

- 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.

8.40.3 CONTRACTOR shall indemnify 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 CONTRACTOR'S employees.

8.40.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to Subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR'S proposed Subcontract.

8.40.5 COUNTY's consent to Subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any Subcontract and Subcontractor employees.

8.40.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to Subcontract.

8.40.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

DCFS Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.15, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section 8.43, Termination for Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 **Termination for Convenience**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section 8.38, Record Retention & Inspection/Audit Settlement.

8.43 **Termination for Default**

8.43.1 COUNTY may, by written notice to 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;

- 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.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-section 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-section.

8.43.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Section 8.43, it is determined by the COUNTY

that the CONTRACTOR was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of Sub-section 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42, Termination for Convenience.

8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in this Section 8.43, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.27.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the DCFS Director, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.24, Indemnification.

8.43.6 The rights and remedies of the COUNTY provided in this Section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations

with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

8.45 **Termination for Insolvency**

8.45.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.45.2 The rights and remedies of the COUNTY provided in this Section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the

CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

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

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

8.48 **Warranty Against Contingent Fees**

8.48.1 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.

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

8.49 **Interpretation of Contract**

8.49.1 **Validity**

The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

8.49.2 **Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and

consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.49.3 **Captions and Section Headings**

Each section and certain sub-sections of this Contract have been supplied with captions that serve only as guides to the contents. The captions do not control the meaning of any section or sub-section or in any way determine this Contract's interpretation or meaning.

8.49.4 **Waiver**

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or Contracts herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND <AGENCY>
FOR
FAMILY SUPPORT PROGRAM

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

COUNTY OF LOS ANGELES

_____
DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

CONTRACTOR

BY_____

_____
Print or Type Name

_____
Title

BY_____

_____
Print or Type Name

_____
Title

Tax ID Number _____

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.,

By _____
Deputy County Counsel

PART F

SAMPLE CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

_____

CONTRACTOR

FOR

FAMILY PRESERVATION PROGRAM

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

March 2005

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY PRESERVATION PROGRAM

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EXHIBITS:

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Exhibit B	Budget
Exhibit C	Certification of Independent Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	Internal Revenue Notice 1015
Exhibit I	Sample Subcontract
Exhibit J	Jury Service Program Certification – Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K	Contract Discrepancy Report
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Fixed Asset Instructions and Form

Family Preservation Specific Exhibits:

Exhibit FP-B-1	Pricing Schedule
Exhibit FP-1	Referral to Mental Health
Exhibit FP-2	Referral Report to Mental Health
Exhibit FP-3	Probation Department Referral Service Authorization (FP/Prob-1324)
Exhibit FP-4	Probation Department On-Site Contact Report
Exhibit FP-5	Probation Department Auxiliary Fund Authorization
Exhibit FP-6	Auxiliary Fund Procedures
Exhibit FP-7	Expense Claim for Lead Agency Auxiliary Fund Reimbursement
Exhibit FP-8	ARS/FP Service Agreement (English & Spanish)
Exhibit FP-9	MCPC Confidential Declaration
Exhibit FP-10	MCPC Service Plan
Exhibit FP-11	MCPC Service Plan Agreement
Exhibit FP-12	Monthly Progress Report
Exhibit FP-13	Excused Absence Approval
Exhibit FP-14	First and Second Unexcused Absence Alert
Exhibit FP-15	Technical Review Check Lists
Exhibit FP-16	Family Functioning Assessment Tool
Exhibit FP-17	California Family Risk Assessment
Exhibit FP-18	Statement of Received, Expended & Unexpended Funds

Exhibit FP-19	Alternative Response Confidentiality Declaration
Exhibit FP-20	Alternative Response Service Plan
Exhibit FP-21	Consent to Release and Exchange Information – DCFS 802/802S (English & Spanish)
Exhibit FP-22	In-Home Counseling/Follow-up Progress Notes
Exhibit FP-23	SPA Allocation
Exhibit FP-24	Lead Agency Weekly Count
Exhibit FP-25	Service Progress Notes Form
Exhibit FP-26	Customer Satisfaction Survey
Exhibit FP-27	DCFS Form 800
Exhibit FP-28	County's Administration
Exhibit FP-29	Drug and Alcohol Summary Log and Report
Exhibit FP-30	IRS W-9
Exhibit FP-31	Consent to Comply with Children's Bill of Rights

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
CONTRACTOR_____
FOR
FAMILY PRESERVATION PROGRAM

This Contract is made and entered into this _____ day of _____ 2005 by and between the County of Los Angeles Department of Children and Family Services hereinafter referred to as COUNTY and _____, hereinafter referred to as CONTRACTOR. _____ is located at _____

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, the COUNTY may contract for Family Preservation services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a Community-based organization specializing in providing Family Preservation services; and

WHEREAS, pursuant to provisions of Assembly Bill 776, COUNTY may utilize a portion of the Federal Promoting Safe and Stable Families (PSSF) funds and the allocated State General funds for the COUNTY's Family Preservation Program to provide a comprehensive range of prevention, support, intervention, transitional and maintenance services for families in the communities of Los Angeles COUNTY; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to protect children while strengthening and preserving families, thereby reducing the number of out-of-home placements and expediting the safe return of children to families; and

WHEREAS, COUNTY desires to provide Family Preservation Services; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services (DCFS) to execute the Contract; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A-2, B, C, D, E, F-1, F-2, G, H, I, J, K, L, M, FP-B-1, FP-1, FP2, FP-3, FP-4, FP-5, FP-6, FP-7, FP-8, FP-9, FP-10, FP-11, FP-12, FP-13, FP_14, FP-15, FP16, FP-17, FP-18, FP-19, FP-20, FP-21, FP-22, FP-23, FP-24, FP-25, FP-26, FP-27, FP-28, FP-29 FP-30 and FP-31 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, good, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

EXHIBITS:

Exhibit A-2	Family Preservation Program Statement of Work
Exhibit B	Budget
Exhibit C	Certification of Independent Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	Internal Revenue Notice 1015
Exhibit I	Sample Subcontract
Exhibit J	Jury Service Program Certification – Los Angeles County Code 2.203 (Jury Service Program)
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Family Preservation Specific Exhibits:

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Exhibit FP-1	Referral to Mental Health
Exhibit FP-2	Referral Report to Mental Health
Exhibit FP-3	Probation Department Referral Service Authorization (FP/Prob-1324)
Exhibit FP-4	Probation Department On-Site Contact Report
Exhibit FP-5	Probation Department Auxiliary Fund Authorization
Exhibit FP-6	Auxiliary Fund Procedures
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Exhibit FP-8	Service Agreement (English & Spanish)
Exhibit FP-9	MCPC Confidential Declaration
Exhibit FP-10	MCPC Service Plan

Exhibit FP-11	MCPC Service Plan Agreement
Exhibit FP-12	Monthly Progress Report
Exhibit FP-13	Excused Absence Approval
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Exhibit FP-30	IRS W-9
Exhibit FP-31	Consent to Comply with Children's Bill of Rights

2.0 DEFINITIONS

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

2.1 **CONTRACT:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A-2.

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.4 **COUNTY PROGRAM DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.

2.5 **COUNTY PROGRAM MANAGER:** Person designated by COUNTY's Program Director to manage the operations under this Contract.

2.6 **COUNTY PROGRAM MONITOR:** The person with the responsibility to oversee the day-to-day activities of this Contract. This includes responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.

2.7 **DAY(s):** Calendar day(s) unless otherwise specified.

2.8 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR'S WORK

3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Family Preservation Program Statement of Work, Exhibit A-2. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for three (3) years commencing on July 1, 2005 or date of execution by the Director of DCFS, whichever is later, and shall continue through June 30, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend the Contract term. Each such extension shall be exercised at the sole discretion of the COUNTY Board of Supervisors.

4.3 CONTRACTOR shall notify DCFS when this Contract is within six (6) months of expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit FP-28, County's Administration.

5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A-2, Family

Preservation Program SOW, and at the rate of compensation set forth in Exhibit FP-B-1, Pricing Schedule.

5.2 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Proposed Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 8.4, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.3 The total amount payable under this Contract is ***(INSERT AMOUNT)***, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the Contract years shall not exceed ***(INSERT AMOUNT)***, hereinafter referred to as "Maximum Annual Contract Sum".

5.4 CONTRACTOR shall utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative and indirect costs.

5.5 **No Payment for Services Provided Following Expiration/ Termination of Contract**

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

5.6 **Invoices and Payment**

5.6.1 COUNTY's new Web-based Application System (billing function) will be implemented between four to six months after commencement of the Contract. Once the new Application System is available, CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. CONTRACTOR must have available the necessary electronic equipment as set forth in Section 7.5,

Computer Requirements and Information Technology of this Contract, and in Exhibit A-2, Statement of Work, Section 5.4, Computer and Information Technology Requirements. In addition, to the electronic invoice, CONTRACTOR shall continue to send signed original hard copies of the invoices to the County's Program Manager for review and approval.

5.6.2 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-2, Statement of Work and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in Exhibit FP-B-1, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.

5.6.3 CONTRACTOR shall be paid for services provided on a monthly basis. CONTRACTOR shall submit an invoice electronically in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit FP-B-1, Pricing Schedule.

5.6.4 COUNTY will prorate the payment for families/Probation youth that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the families/children were actually served is the numerator and the number of days in the invoiced month is the denominator. Payment shall commence as of the referral date and end on the effective termination date.

5.6.5 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and OMB A-87 Cost Principles for State, Local and Indian Tribal Governments.

5.6.6 Prior to the implementation of the COUNTY's Web-based Application System, CONTRACTOR shall submit the original monthly invoice to the DCFS Contract Payment Unit and one copy to the COUNTY's Program Manager for review and approval.

CONTRACTOR shall send original invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And duplicate copies of the invoices to be approved to:

Department of Children and Family Services
Family Preservation Program
Attention: Otho Day, Program Manager
425 Shatto Place, Room 501
Los Angeles, California 90020

5.6.7 The Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Contract term and that invoiced services have been received. Upon review and approval of the monthly invoice, the Program Manager, or designee, shall return the invoice to Contract Payment Unit for payment.

5.6.8 Payment to CONTRACTOR shall 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 shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

5.6.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

5.6.10 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. Overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against

future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.6.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.6.12 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.6, Invoices and Payment, and 8.35, Notices, of this Contract, when expenditures under this Contract total seventy-five (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.6, Invoices and Payment, and 8.33, Notices, of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.6, Invoices and Payment, and 8.33, Notices.

5.7 **Base Rate, Supplementary Services and TDT Funds**

5.7.1 CONTRACTOR shall use these funds for the required Base Rate Services, Supplementary Services, and TDT Services identified in Exhibit A-2, Family Preservation Program SOW.

5.7.2 CONTRACTOR may use up to five percent (5%) of the annual allocation amount for discretionary services/items. CONTRACTOR must obtain prior written approval from the COUNTY Program Manager for any Discretionary Services expenditures estimated to be in excess of two thousand, five hundred dollars ($2,500) for any individual item, event, activity or service.

5.7.3 In addition, all costs for Base Rate, Supplementary Services, and TDT services must be allowable under the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-profit Organizations, or OMB A-87 “Cost Principles for State and Local Governments” as applicable.

5.8 **Limitations on the Use of Base Rate, Supplementary Services and TDT Funds**

Base Rate, Supplementary Services and TDT funds shall only be utilized for any of the following:

5.8.1 As security or to guarantee payments for any non-program obligations, such as loans for non-program activities or any other use prohibited under applicable Federal or State law or regulations.

5.8.2 To supplant any Federal, State or COUNTY funds currently provided for the full range of services to families.

5.8.3 Either directly or indirectly, for purposes of fund raising or for political campaigns.

5.9 **Cost Center**

CONTRACTOR shall establish a separate Family Preservation Cost Center to account for all revenue received, expended and unexpended from the Base Rate, Supplementary Services, and TDT Services Annual Amount. Revenue and expenses from other programs, including other parts of the Family Preservation Program, shall not be commingled in this Cost Center.

CONTRACTOR shall establish an additional Family Preservation Cost Center for billing of supplemental services for Alcohol and Drug Assessment and Treatment services. Revenue and expenses from other programs, including other parts of the Family Preservation Program, shall not be commingled in this Cost Center.

5.10 **Base Rate, Supplementary Services And TDT Monthly Detail Services Report.**

CONTRACTOR shall electronically input to COUNTY, by the 20th of each month following the month of service, a detailed service report of Base Rate, Supplementary Services and TDT Services. CONTRACTOR shall use the software provided by COUNTY as set forth in Section 7.5, Computer and Information Technology Requirements of this Contract. Amounts included on this report must be calculated on an accrual basis. The statement shall include interest earned on funds received.

5.11 **Statement of Received, Expended and Unexpended Funds (H-10)**

Unexpended Base Rate, Supplementary Services, and TDT services Contract amount, as calculated on the Statement of Received, Expended,

and Unexpended Core Services Funds, Exhibit FP-18, shall be returned to COUNTY within thirty (30) days following the end of the applicable fiscal year. Any unexpended Base Rate, Supplementary Services, and TDT service funds at the expiration or termination of this Contract shall be returned to COUNTY within thirty (30) days following termination or expiration of this Contract.

5.11.1 **Auxiliary Services/Items**

CONTRACTOR shall purchase DCFS and COUNTY's Probation Department approved items for reimbursement from Auxiliary Funds according to the procedures set forth in Exhibit FP-6, "Auxiliary Fund Procedures and Exhibit FP-7, Auxiliary Fund Form," and in Exhibit A-2, SOW. For COUNTY's Probation Department only, the CONTRACTOR shall use Exhibit FP-5, "Probation Department Auxiliary Fund Authorization."

5.11.2 Auxiliary fund purchases made by the CONTRACTOR shall include, but are not limited to, bedding, clothing, flatware and temporary emergency housing. Auxiliary fund services/items, which may be purchased only by DCFS/Probation, include, but are not limited to, furniture, beds, sofa beds, mattresses, cribs, chest of drawers, sofas and dining tables, and appliances such as, stoves and refrigerators, and items/services needed to serve medically fragile and deaf client(s).

5.11.3 CONTRACTOR shall be responsible for providing all necessary documentation of purchase for use and reimbursement of Auxiliary Funds.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY'S ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sections are designated in Exhibit FP-28, County Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 **COUNTY's Program Director**

Responsibilities of the COUNTY Program Director include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Section 8.4, Change Notices and Amendments; and

- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 **COUNTY's Program Manager (CPM)**

The responsibilities of the COUNTY's Program Manager include:

- Meeting with CONTRACTOR's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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.

6.3 **COUNTY's Contract Program Monitor**

The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 **CONTRACTOR'S Project Manager**

7.1.1 CONTRACTOR's Project Manager is designated under Required Forms, Form 14, Contractor's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Contract Program Monitor on a regular basis.

7.2 **Approval of CONTRACTOR'S Staff**

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

7.2.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract.

7.3 Confidentiality

7.3.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.3.2 The CONTRACTOR shall inform all its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1.

7.3.3 The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2.

7.4 Case Records

7.4.1 CONTRACTOR shall maintain case records on each client and family served. Case records shall include, but not be limited to, the authorized DCFS 800 referral, Probation referral form 1324, family service agreement(s), MCPC Service Plan agreement(s), service progress note(s), assessments made with CSW/DPO, unexcused absence alert(s), auxiliary fund authorization(s), family specific monthly report(s) and other documentation as necessary.

7.4.2 CONTRACTOR is responsible for maintaining a copy of the authorized DCFS 800/FP 1324 form in the case record for every family served. For Probation referrals, CONTRACTOR shall notify the COUNTY's Probation Department's Program Manager, or his or her designee, prior to terminating services at the end of the service period authorized on the most current FP 1324. CONTRACTOR shall only provide services for the period indicated on the authorized DCFS 800/FP 1324.

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

7.4.4 CONTRACTOR shall maintain all case records, and make them available upon request by COUNTY. CONTRACTOR shall maintain closed case records for a minimum of five (5) years after each fiscal year.

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

7.4.6 CONTRACTOR shall document and maintain in its case record all of CONTRACTOR's notes, records and any needed approvals for the services provided. All services provided shall be documented on the Service Progress Notes, Exhibit FP-25.

7.4.7 CONTRACTOR shall maintain documentation in the CONTRACTOR's family case record of the date and time referrals and requests for Emergency Response services were received and the date and time the CONTRACTOR responded.

7.5 **Computer and Information Technology Requirements**

7.5.1 CONTRACTOR shall provide a computer, within thirty (30) days of commencement of the Contract, and an agreement for the on-site maintenance for the entire term of the Contract with the following hardware:

Basic Computer:
- ✓ IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz.
- ✓ 256 Megabytes of memory or more
- ✓ Desktop screen resolution of 1024 X 768

Software:
- ✓ Microsoft Windows 2000 or Windows XP
- ✓ Internet Explorer 5.5 or higher

Internet Access:
- ✓ High Speed internet access (DSL or Cable Modem)
- ✓ Establish linkages with the automated Information Technology System (ITS)

7.5.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, if applicable.

7.5.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-based Application System (billing function) that is being implemented by COUNTY.

7.5.4 During the term of the Contract, COUNTY will provide software for CONTRACTOR's Web-based Application System. This software shall be installed and maintained by COUNTY.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Assignment and Delegation

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of DCFS or his or her designee. Any unapproved assignment or delegation shall be null and void. Any payments by DCFS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DCFS' sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any 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 DCFS' express prior written approval, may result in the termination of this Contract.

8.2 Authorization Warranty

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.

8.3 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 **Change Notices And Amendments**

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.

8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

8.4.3 For purposes of Sections 8.4.1 and 8.4.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 5.0, Contract Sum, of this Agreement.

8.4.4 Notwithstanding the provisions of Sections 8.4.1 and 8.4.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:

8.4.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.

8.4.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

8.4.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

8.4.4.4 The Director shall notify COUNTY's Board of Supervisor, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within fifteen (15) days following execution of such amendment.

8.5 **Child Abuse Prevention Reporting**

8.5.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

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

8.5.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a) to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.5.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

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

8.6 **Compliance with Applicable Law**

8.6.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations,

court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

8.6.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

8.6.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.6.1.3 CONTRACTOR agrees to comply fully with the terms of the Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

8.6.1.4 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

8.6.1.5 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 8.6.1, Compliance with Applicable Laws.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

8.8.2.2 For purposes of this Sub-section, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or Subcontracts. "Employee"

means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.8.2.4 CONTRACTOR's violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

8.9 **Conflict of Interest**

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

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

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

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

8.11 **Consideration of Hiring Gain/Grow Program Participants**

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose,

consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY shall refer GAIN/GROW participants by job category to the CONTRACTOR.

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

8.12 Former Foster Youth Consideration

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 8.10 and 8.11, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
Attention: Emancipation Services
3530 Wilshire Boulevard, 4th Floor
Los Angeles, California 90010
Telephone # (213) 351-0100
FAX: (213) 637-0035

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 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).

CONTRACTOR is exempt from the provisions of this Section if it is a government entity.

8.13 CONTRACTOR Responsibility and Debarment

8.13.1 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.

8.13.2 **Chapter 2.202 of the County Code**

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 not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.13.3 **Non-responsible CONTRACTOR**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a non-profit 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 non-profit 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.

8.13.4 **Contractor Hearing Board**

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

8.13.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the

CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.13.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.14 **CONTRACTOR'S Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. DCFS will supply the CONTRACTOR with the poster to be used.

8.14.1 **Notice to Employees Regarding the Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall 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 where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.15 **CONTRACTOR'S Warranty Of Adherence To County's Child Support Compliance Program**

8.15.1 CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through a Contract 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.

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

8.16 **COUNTY'S Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report 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.

8.17 **Criminal Clearances**

8.17.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the

Subcontract and shall maintain such records in the file of each such person.

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

8.17.3 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 defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic

	condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

8.18 **Dispute Resolution**

CONTRACTOR shall bring to the attention of the County Program Manager and/or County Program Director any dispute between the COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, DCFS Director, or his designee shall resolve it.

8.19 **Employment Eligibility Verification**

8.19.1 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. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with

any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 **Facsimile Representations**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 **Fair Labor Standards**

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

8.22 **Fixed Assets**

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

8.23 **Independent CONTRACTOR Status**

8.23.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR. The employees and agents of

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

8.23.3 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. CONTRACTOR shall be solely liable and responsible for furnishing any and all Worker's 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.

8.23.4 As previously instructed in Section 7.3, Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2.

8.24 **Indemnification**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.25 **General Insurance Requirements**

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs

maintained by the COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.25.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to: DCFS Contracts Administration, Attention: Walter Chan, Contracts Manager, 425 Shatto Place, Room 400, Los Angeles, California 90020, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract.
- Clearly evidence all coverages required in this Contract.
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.25.3 **Failure to Maintain Coverage**: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due

to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.25.4 **Notification of Incidents, Claims or Suits**: CONTRACTOR shall report to COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contracts Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.25.5 **Compensation for COUNTY Costs**: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.25.6 **Insurance Coverage Requirements for Subcontractors**: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

- CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.26 **Insurance Coverage Requirements**

8.26.1 **General Liability insurance** written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.26.2 **Automobile Liability insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto.

8.26.3 **Workers' Compensation and Employer's Liability Insurance**: providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

8.26.4 **Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.

8.26.5 **Property Coverage:** Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

8.26.5.1 **Personal Property**: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the

actual cash value of COUNTY-owned or leased property.

8.26.5.2 **Real Property and All Other Personal Property** – Special form ("all-risk") coverage for the full replacement value of COUNTY-owned or leased property.

8.26.6 **Crime Coverage**: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	$ 500,000
Forgery or Alteration:	$ 500,000
Theft, Disappearance and Destruction:	$ 500,000
Computer Fraud:	$ 500,000
Burglary and Robbery:	$ 500,000

8.27 **Liquidated Damages**

8.27.1 If, in the judgment of the DCFS Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his designee, at his 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. 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 his designee, in a written notice describing the reasons for said action.

8.27.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director 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 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 is One Hundred Dollars ($100) per day per infraction, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.27.3 The action noted in Sub-section 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.27.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in this Section, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.28 **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 shall be immediately extended to the COUNTY.

8.29 **Nondiscrimination and Affirmative Action**

8.29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, CONTRACTOR's EEO Certification.

8.29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.29.4 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, or physical or mental disability, marital status, or political affiliation.

8.29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.29.6 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.29 when so requested by the COUNTY.

8.29.7 If the COUNTY finds that any provisions of this Section 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 **Non-Exclusivity**

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

8.31 **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 shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

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

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

8.33 **Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits FP-28, County's Administration and under Required Forms, Form 14, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. DCFS Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

All notices to COUNTY shall be sent, in duplicate, addressed as follows:

Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to:

Attention: _____
_____
_____
_____

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 **Proprietary Rights**

8.35.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained herein.

8.35.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software and modifications thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary

operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section 8.35. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.35.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

8.35.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 8.35.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

8.35.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Sub-section 8.35.4 for:

8.35.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 8.35.3;

8.35.5.2 Any materials, data and information covered under Sub-section 8.35.2; and

8.35.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

8.35.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from the loss or damage by any cause, including, but not limited to, fire and theft.

8.35.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

8.35.8 The provisions of Sub-sections 8.35.5, 8.35.6 and 8.35.7 shall survive the expiration or termination of this Agreement.

8.36 **Public Records Act**

8.36.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Section 8.38, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 **Publicity**

8.37.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the

CONTRACTOR from publishing its role under this Contract within the following conditions:

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

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

8.37.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

8.38 **Record Retention and Inspection/Audit Settlement**

8.38.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.38.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U.S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of the Agreement, including, but not limited to, all financial records, timecards, other employment records, and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and either for a period of five (5) years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the

submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by the COUNTY in exercising its right under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

8.38.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.38.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall

ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.

8.38.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement 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 Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

8.38.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

8.39 **Recycled Bond Paper**

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

8.40 **Subcontracting**

8.40.1 The requirements of this Contract may not be Subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to Subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to Subcontract, the CONTRACTOR shall provide the following information promptly at the County's request:

- 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.

8.40.3 CONTRACTOR shall indemnify 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 CONTRACTOR's employees.

8.40.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to Subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed Subcontract.

8.40.5 COUNTY's consent to Subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 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.

8.40.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to Subcontract.

8.40.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

DCFS Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.15, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section 8.43, Termination for Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section 8.38, Record Retention & Inspection/Audit Settlement.

8.43 Termination For Default

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Director:

- CONTRACTOR has materially breached this Contract;
- 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.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-section 8.43.1, the COUNTY may

procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 8.43.

8.43.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Section 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of Sub-section 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42, Termination for Convenience.

8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 8.43.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the

COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.43.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the DCFS Director, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.24, Indemnification.

8.43.6 The rights and remedies of the COUNTY provided in this Section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 **Termination for Improper Consideration**

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

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

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

8.45 **Termination For Insolvency**

8.45.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.45.2 The rights and remedies of the COUNTY provided in this Section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds

were appropriated. COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 **Warranty against Contingent Fees**

8.48.1 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.

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

8.49 **Interpretation of Contract**

8.49.1 **Validity**

The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

8.49.2 **Governing Law, Jurisdiction, and Venue**

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

8.49.3 **Captions and Section Headings**

Each section and certain subsections of this Contract have been supplied with captions that serve only as guides to the contents. The captions do not control the meaning of any section or subsection or in any way determine this Contract's interpretation or meaning.

8.49.4 **Waiver**

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or Contracts herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

CONTRACT BY AND BETWEEN THE COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND <AGENCY> FOR FAMILY PRESERVATION SERVICES

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

COUNTY OF LOS ANGELES

_____
DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

_____
MARVIN J. SOUTHARD, D.S.W.
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

_____
PAUL HIGA, ACTING CHIEF
PROBATION DEPARTMENT

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.

By _____
Deputy County Counsel

CONTRACTOR

BY_____

_____
Print or Type Name

_____
Title

BY_____

_____
Print or Type Name

_____
Title

Tax ID Number _____

PART F

SAMPLE CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

_____
CONTRACTOR

FOR

ADOPTION PROMOTION AND SUPPORT SERVICES

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

March 2005

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
ADOPTION PROMOTION AND SUPPORT SERVICES

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EXHIBITS

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Exhibit B	Budget
Exhibit C	Certification of Independent Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Accounting and Administration Handbook
Exhibit H	Internal Revenue Notice 1015
Exhibit I	Child Support Compliance Program Certification
Exhibit J	Jury Service Ordinance
Exhibit K	County Policy on Doing Business with Small Business
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Sample Subcontract
Exhibit N	Contract Discrepancy Report
Exhibit O	Fixed Asset Instructions and Form

Adoption Promotion and Support Services Specific Exhibits

Exhibit APSS-1	Intake/Exit Form
Exhibit APSS-2	Service Referral/Authorization
Exhibit APSS-3	Monthly Summary Reports (A, B and C)
Exhibit APSS-4	Customer Satisfaction Survey – (Parents & Children)
Exhibit APSS-5	Monthly Reimbursement Invoice
Exhibit APSS-6	County Administration

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND

_____
FOR
ADOPTION PROMOTION AND SUPPORT SERVICES

This Contract is made and entered into this _____ day of _____2005 by and between the County of Los Angeles, hereinafter referred to as COUNTY and _____, hereinafter referred to as CONTRACTOR. _____ is located at _____.

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY may contract for Adoption Promotion and Support Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a non-profit organization agency specializing in providing Adoption Promotion and Support Services; and

WHEREAS, pursuant to provisions of Assembly Bill 776, COUNTY may utilize a portion of the Federal Promoting Safe and Stable Families Funds for the COUNTY's Adoption Promotion and Support Services Program to encourage more adoptions out of foster care when adoption presents the best interest of children; and

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

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services to execute the Contract; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A-3, B, C, D, E, F-1, F-2, G, H, I, J, K, L, M, N, O, APSS-1, APSS-2, APSS-3, APSS-4, APSS-5, and APSS-6 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Exhibits:

Exhibit A-3	Adoption Promotion and Support Services Statement of Work
Exhibit B	Budget
Exhibit C	Certification of Independent Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Accounting and Administration Handbook
Exhibit J	Jury Service Ordinance
Exhibit K	County Policy on Doing Business with Small Business
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Sample Subcontract
Exhibit N	Contract Discrepancy Report
Exhibit O	Fixed Asset Instructions and Form

Adoption Promotion and Support Services Specific Exhibits

Exhibit APSS-1	Intake/Exit Form
Exhibit APSS-2	Service Referral/Authorization
Exhibit APSS-3	Monthly Summary Reports (A, B and C)
Exhibit APSS-4	Customer Satisfaction Survey – (Parents and Children)
Exhibit APSS-5	Monthly Reimbursement Invoice
Exhibit APSS-6	County Administration

2.0 DEFINITIONS

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

2.1 **CONTRACT** – Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A-3.

2.2 **CONTRACTOR** – The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

2.3 **CONTRACTOR PROJECT MANAGER** – The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.4 **COUNTY PROGRAM DIRECTOR** – Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Program Manager.

2.5 **COUNTY PROGRAM MANAGER** – Person designated by COUNTY's Program Director to manage the operations under this Contract.

2.6 **COUNTY PROGRAM MONITOR** – Person with responsibility to oversee the day-to-day activities of this Contract. This includes responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.

2.7 **DAY(s)** – Calendar day(s) unless otherwise specified.

2.8 **FISCAL YEAR** – The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR'S WORK

3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A-3, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be

deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for three (3) years commencing on July 1, 2005 or date of execution by the Director of the Department of Children and Family Services, whichever is later, and shall continue through June 30, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend the Contract term. Each such extension shall be exercised at the sole discretion of the COUNTY Board of Supervisors.

4.3 CONTRACTOR shall notify DCFS when this Contract is within six (6) months of expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit APSS-8, County's Administration.

5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A-3, Statement of Work, in accordance with Section 5.5, Invoices and Payments, provided that the total amount payable under this Agreement shall not exceed _____, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable during each Contract year of the term of this Agreement shall not exceed _____, hereinafter referred to as "Maximum Annual Contract Sum".

5.2 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Proposed Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 8.4, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.3 CONTRACTOR shall not utilize more than ten percent (10%) of their maximum annual Contract sum for administrative and indirect costs

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

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

5.5 **Invoices and Payments**

5.5.1 COUNTY's new Web-based Application System (billing function) will be implemented between four to six months after commencement of the Contract. Once the new Application System is available, CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. CONTRACTOR must have available the necessary electronic equipment as set forth in Section 7.5, Computer and Information Technology Requirements, of this Contract, and in Exhibit A-3, APSS Statement of Work, Section 5.4. In addition to the electronic invoice, CONTRACTOR shall continue to send signed original hard copies of the invoices to the COUNTY's Program Manager for review and approval.

5.5.2 For work performed in accordance with the terms of this Agreement as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears for the actual costs incurred in conformance with Exhibit B, Proposed Budget, and in the format prescribed by the COUNTY (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).

5.5.3 CONTRACTOR, without prior approval of COUNTY, may allocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment and travel). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by

CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

Department of Children and Family Services
Attention: Naftali Sampson, Program Manager
Adoption Promotion and Support Services Program
3075 Wilshire Boulevard, Room 929
Los Angeles, California 90010

And a duplicate Budget modification request to:

Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

5.5.4 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and in conformity with Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and the line item budget categories of Exhibit B, Proposed Budget.

5.5.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days at COUNTY's sole discretion as long as sufficient funds remain available under this Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Proposed Budget.

5.5.6 Prior to the implementation of the COUNTY'S Web-based Application System, CONTRACTOR shall submit the original monthly invoice to DCFS Contract Payment Unit and one copy to the County Program Manager for review and approval.

CONTRACTOR shall send original invoices to:

Department of Children and Family Services
Attention: Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to be approved to:

Department of Children and Family Services
Adoption Promotion and Support Services Program
Attention: Naftali Sampson, Program Manager
3075 Wilshire Boulevard, Room 929
Los Angeles, California 90010

5.5.7 Upon receipt of the CONTRACTOR's monthly invoice, The Contract payment Unit shall forward the invoice to the Program Manager, or designee, for review and approval. The Program Manager shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that invoiced services have been received.

5.5.8 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward return the invoice to the Contract Payment Unit for payment.

5.5.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of the Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.

5.5.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

5.5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of

overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.5.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.5.13 CONTRACTOR shall notify COUNTY, in the manner set forth in Section 5.5, Invoices and Payments, and Section 8.33, Notices, of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Section 5.5, Invoices and Payments, and Section 8.33 Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Section 5.5, Invoices and Payments, and Section 8.33, Notices.

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sections are designated in Exhibit APSS-6, County Administration. The COUNTY shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROGRAM DIRECTOR

Responsibilities of the COUNTY Program Director include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Section 8.4, Change Notices and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY's Program Manager

6.2.1 The responsibilities of the COUNTY's Program Manager include:

- Meeting with CONTRACTOR's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

6.2.2 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.

6.3 COUNTY's Contract Program Monitor

The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 CONTRACTOR's Project Manager is designated in the Required Forms, Form 14, Contractor's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Contract Program Monitor on a regular basis.

7.2 Approval Of Contractor's Staff

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

7.3 Confidentiality

7.3.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.3.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract. CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the attached "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Exhibit F1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F2. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.3.3 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Sections 827 and 10850 of the California Welfare and Institutions Code and MPP Division 19.

7.4 Case Records

CONTRACTOR shall develop and maintain a written case record for each family receiving Adoption Promotion and Support Services during the Contract term and make them available upon request by COUNTY. Each case record shall include, but not be limited to the following:

7.4.1 The Adoption Promotion and Support Services Referral Service form for DCFS families;

7.4.2 The Intake/Exit Program Referral form (completed by CONTRACTOR and/or Subcontractor)

7.4.3 The case progress notes from the CONTRACTOR and/or Subcontractor documenting the services provided and the family's progress. Case progress notes shall include, at a minimum, the date, time, the persons present, the issues discussed, the family's progress and the signature of the CONTRACTOR's/Subcontractor's staff; and

7.4.4 The Adoption Promotion and Support Services Individual Family Service Log for each family, listing each Adoption Promotion and Support service the family received, the name of the agency providing the service, the family's attendance dates, and the service completion or service termination date.

7.4.5 CONTRACTOR shall maintain terminated case records for a minimum of five (5) years after each Contract period. These records shall be made available to the COUNTY upon demand. All records shall be kept in accordance with Contract Section 8.38, Record Retention and Inspection/Audit Settlement.

7.5 **Computer and Information Technology Requirements**

7.5.1 CONTRACTOR shall provide a computer, within thirty 30 days of commencement of the Contract, with the following hardware and software and an agreement for the on-site maintenance for the entire term of the Contract.

<u>Basic Computer:</u>

- ✓ IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz.
- ✓ 256 Megabytes of memory or more
- ✓ Desktop screen resolution of 1024 X 768

<u>Software:</u>

- ✓ Microsoft Windows 2000 or Windows XP
- ✓ Internet Explorer 5.5 or higher

<u>Internet Access:</u>

- ✓ High Speed internet access (DSL or Cable Modem)
- ✓ Establish linkages with the Web-based Application System (billing function) that is being implemented by COUNTY.

7.5.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, when applicable.

7.5.3 CONTRACTOR shall provide data entry staff to process electronic fully automated invoices for the Web-based Application System (billing function) that is being implemented by COUNTY.

7.5.4 During the term of the Contract, COUNTY will provide software for CONTRACTOR's automated invoicing. This software shall be installed and maintained by COUNTY.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Assignment and Delegation

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of DCFS or his/her designee. Any unapproved assignment or delegation shall be null and void. Any payments by DCFS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DCFS' sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any 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 DCFS' express prior written approval, may result in the termination of this Contract.

8.2 Authorization Warranty

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.

8.3 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and

benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 **Change Notices and Amendments**

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes, which affect the scope of work.

8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

8.4.3 For purposes of Sections 8.4.1 and 8.4.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 5.0, Contract Sum, of this Agreement.

8.4.4 Notwithstanding the provisions of Sections 8.4.1 and 8.4.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:

8.4.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.

8.4.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

8.4.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

8.4.4.4 The Director shall notify COUNTY's Board of Supervisor, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within fifteen (15) days following execution of such amendment.

8.5 **Child Abuse Prevention Reporting**

8.5.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

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

8.5.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.5.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or

reasonably suspect that a child has been a victim of abuse or neglect.

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

8.6 **Compliance with Applicable Law**

8.6.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 3406 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

8.6.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFS Section 92.36, et seq.

8.6.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.6.1.3 CONTRACTOR agrees to comply fully with the terms of the Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

8.6.1.4 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

8.6.1.5 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 8.6.1, Compliance with Applicable Laws.

8.7 Compliance With Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for

such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-section, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any 12-month period under one or more COUNTY Contracts or Subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

CONTRACTOR continues to qualify for an exception to the Program.

8.8.2.4 CONTRACTOR's violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

8.9 **Conflict of Interest**

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

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

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

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

8.11 Consideration of Hiring Gain/Grow Program Participants

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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

8.12 Consideration of Hiring Former Foster Youth

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 8.10 and 8.11 respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
Attention: Emancipation Services
3530 Wilshire Boulevard, 4th Floor
Los Angeles, California 90010
Telephone #: (213) 351-0100
FAX: (213) 637-0035

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). CONTRACTOR is exempt from the provisions of this Section if it is a government entity.

8.13 Contractor Responsibility and Debarment

8.13.1 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.

8.13.2 Chapter 2.202 of the County Code

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 not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the COUNTY or a non-profit 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 non-profit 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.

8.13.4 Contractor Hearing Board

8.13.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a

debarment hearing before the Contractor Hearing Board.

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

8.13.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 **Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.14 **CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. DCFS will supply the CONTRACTOR with the poster to be used.

8.14.1 **Notice to Employees Regarding Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall 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 where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at www.babysafela.org for printing purposes

8.15 **CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program**

8.15.1 CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract 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.

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

8.16 **COUNTY's Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report 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.

8.17 **Criminal Clearances**

8.17.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.

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

8.17.3 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 defined in the following Penal Code Sections or any other existing or future Penal Code Sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.

273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

8.18 **Dispute Resolution**

CONTRACTOR shall bring to the attention of the County Program Manager and/or County Program Director any dispute between the COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or County Program Director is not able to resolve the dispute, DCFS Director, or his designee shall resolve it.

8.19 **Employment Eligibility Verification**

8.19.1 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. CONTRACTOR shall obtain, from all employees

performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 **Facsimile Representations**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 **Fair Labor Standards**

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

8.22 **Fixed Assets**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing five thousand dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an

accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

8.23 **Independent Contractor Status**

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

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

8.23.3 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. CONTRACTOR shall be solely liable and responsible for furnishing any and all Worker's 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.

8.23.4 As previously instructed in Section 7.3, Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F2.

8.24 **Indemnification**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.25 **General Insurance Requirements**

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

8.25.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to: DCFS Contracts Administration, Attention: Walter Chan, Contracts Manager, 425 Shatto Place, Room 400, Los Angeles, California 90020, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract.
- Clearly evidence all coverages required in this Contract.
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and

legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.25.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.25.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY's Contracts Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.25.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.25.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.26 **Insurance Coverage Requirements**

8.26.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.26.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.26.3 **Workers' Compensation and Employer's Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

8.26.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the

CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.

8.26.5 **Property Coverage**: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

8.26.5.1 **Personal Property**: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of COUNTY-owned or leased property.

8.26.5.2 **Real Property and All Other Personal Property** – Special form ("all-risk") coverage for the full replacement value of COUNTY-owned or leased property.

8.26.6 **Crime Coverage**: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	$ 500,000
Forgery or Alteration:	$ 500,000
Theft, Disappearance and Destruction:	$ 500,000
Computer Fraud:	$ 500,000
Burglary and Robbery:	$ 500,000

8.27 Liquidated Damages

8.27.1 If, in the judgment of the DCFS Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his designee, at his 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. 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 his designee, in a written notice describing the reasons for said action.

8.27.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director 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 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 is One Hundred Dollars ($100) per day per infraction, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.27.3 The action noted in Sub-section 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.27.4 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.28 **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 shall be immediately extended to the COUNTY.

8.29 **Non-discrimination and Affirmative Action**

8.29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, CONTRACTOR's EEO Certification.

8.29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.29.4 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, or physical or mental disability, marital status, or political affiliation.

8.29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.29.6 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.29 when so requested by the COUNTY.

8.29.7 If the COUNTY finds that any provisions of this Section 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 **Non-Exclusivity**

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

8.31 **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 shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

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

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

8.33 **Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in County's Administration, Exhibit APSS-8, and Required Forms, Form 14, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. DCFS Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

All notices to COUNTY shall be sent, in duplicate, addressed as follows:

Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to:

Attention: _____
_____
_____
_____

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 **Proprietary Rights**

8.35.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have

the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained herein.

8.35.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software and modifications thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.35.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.

8.35.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 8.35.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

8.35.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Sub-section 8.35.4 for:

8.35.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 8.35.3;

8.35.5.2 Any materials, data and information covered under Sub-section 8.35.2; and

8.35.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

8.35.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from the loss or damage by any cause, including, but not limited to, fire and theft.

8.35.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY 's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

8.35.8 The provisions of Sub-sections 8.35.5, 8.35.6 and 8.35.7 shall survive the expiration or termination of this Agreement.

8.36 **Public Records Act**

8.36.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Section 8.38, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned

documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 **Publicity**

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

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

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

8.37.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

8.38 **Record Retention and Inspection/Audit Settlement**

8.38.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.38.2 CONTRACTOR agrees that COUNTY, and its authorized representatives, the State of California and its authorized

representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U.S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards and other employment records, and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State, and Federal authorities, during the term of this Agreement and either for a period of five (5) years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside Los Angeles County, then, at the COUNTY's sole option, CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by COUNTY exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

8.38.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.38.5 CONTRACTOR shall, during the normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.

8.38.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement 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 Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

8.38.7 Failure on the part of the CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may withhold reimbursement or terminate this Agreement.

8.38 **Recycled Bond Paper**

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

8.39 **Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to Subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to Subcontract, the CONTRACTOR shall provide the following information promptly at the County's request:

- 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.

8.40.3 CONTRACTOR shall indemnify 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 CONTRACTOR'S employees.

8.40.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to Subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR'S proposed Subcontract.

8.40.5 COUNTY's consent to Subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 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.

8.40.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to Subcontract.

8.40.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

DCFS Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

before any Subcontractor employee may perform any work hereunder.

8.41 **Termination for Breach of warranty to Maintain Compliance with COUNTY's Child Support Compliance Program**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.15, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) days of within notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section 8.43, Termination for Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 **Termination for Convenience**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section 8.38, Record Retention & Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 COUNTY may, by written notice to 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;
- 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.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-section 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-section.

8.43.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the

goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 8.43.3, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Section 8.43 it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of Sub-section 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42, Termination for Convenience.

8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Section 8.43, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.27.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the DCFS Director, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.24, Indemnification.

8.43.6 The rights and remedies of the COUNTY provided in this Section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.45.2 The rights and remedies of the COUNTY provided in this Section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence to COUNTY's Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Warranty Against Contingent Fees

8.48.1 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.

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

8.49 Interpretation of Contract

8.49.1 Validity

The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

8.49.2 Governing Law, Jurisdiction, and Venue

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

8.49.3 Captions and Section Headings

Each section and certain sub-sections of this Contract have been supplied with captions that serve only as guides to the contents. The captions do not control the meaning of any section or sub-section or in any way determine this Contract's interpretation or meaning.

8.49.4 Waiver

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or Contracts herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

COUNTY OF LOS ANGELES
ADOPTION PROMOTION AND SUPPORT SERVICES CONTRACT
BETWEEN
COUNTY OF LOS ANGELES AND <AGENCY>

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

COUNTY OF LOS ANGELES

_____
DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

CONTRACTOR

BY_____

_____
Print or Type Name

_____
Title

BY_____

_____
Print or Type Name

_____
Title

Tax ID Number _____

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.,

By _____
Deputy County Counsel

PART G – ATTACHMENTS

Attachment A - Service Planning Areas (SPA) Map

Attachment B - DCFS Office Boundaries and Zip Codes

Attachment C - Listing of Contractors Debarred in Los Angeles County

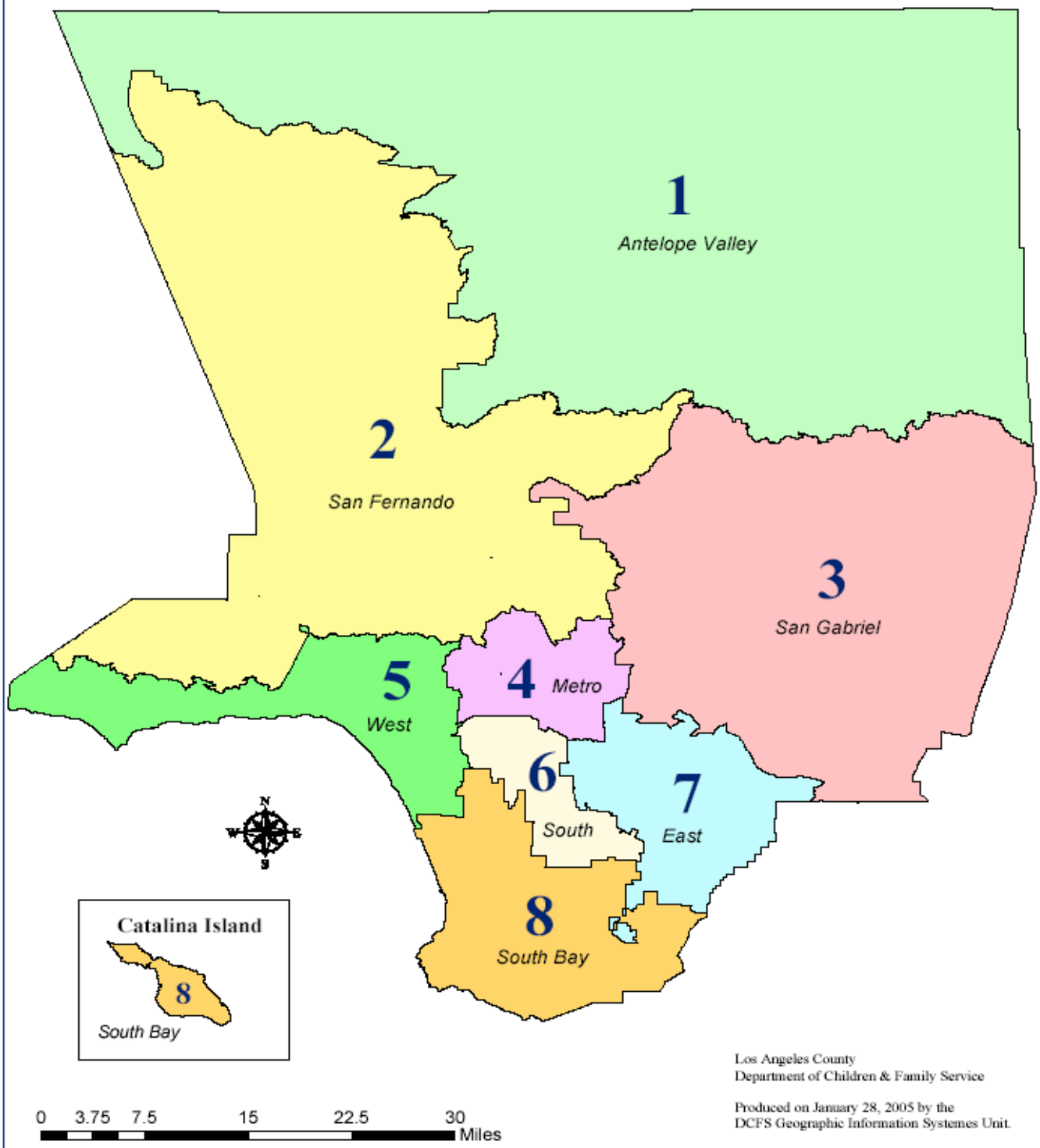
Attachment D - Los Angeles County Policy on Doing Business with Small Business

Attachment E - Transmittal Form to Request a Solicitation Requirements Review

Attachment F - Instructions for Preparing Budget Justification Narrative and Line Item Budget

Attachment G - Proposers' Submission Overview

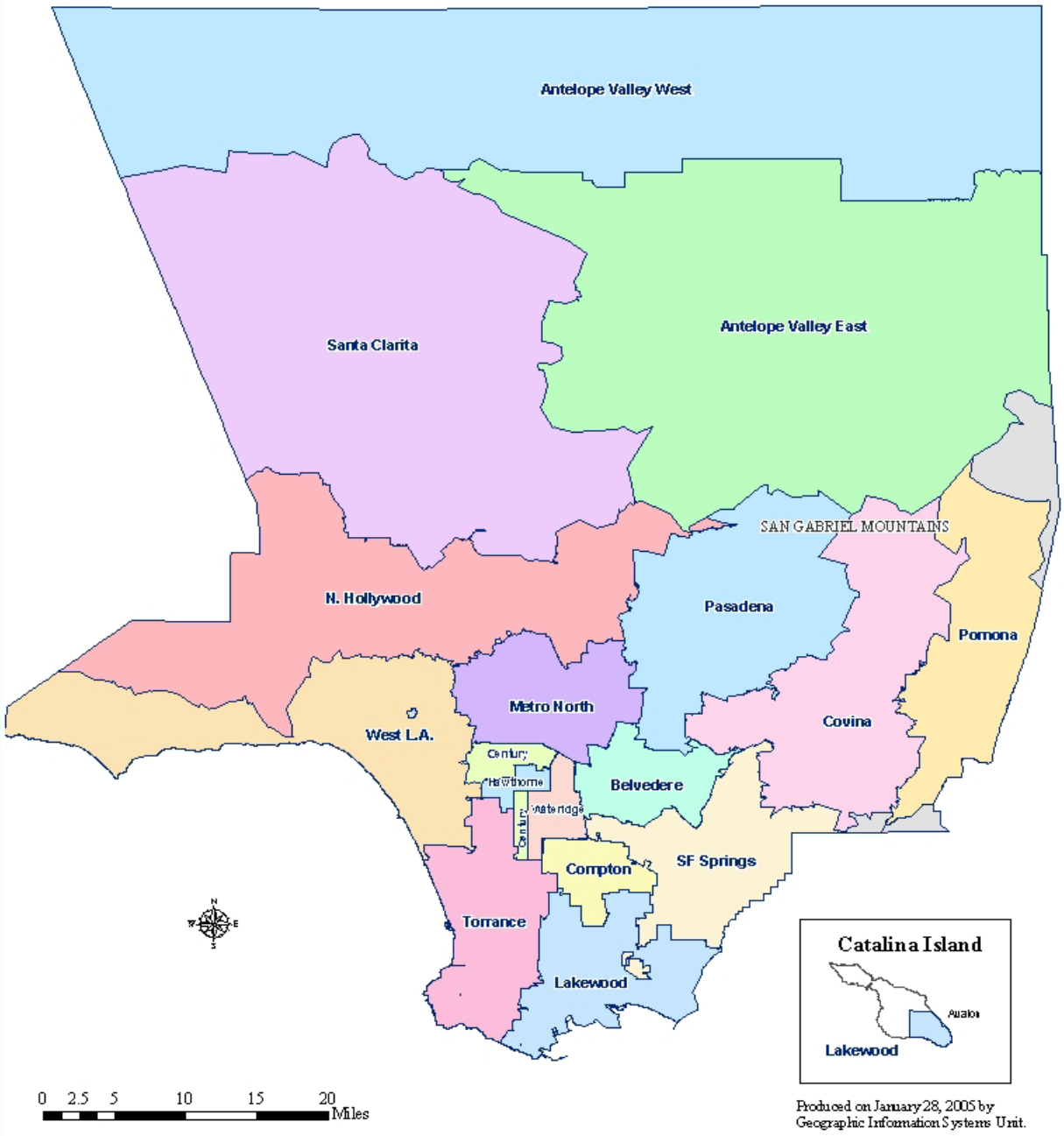
Los Angeles County
Service Planning Areas (SPA's)



Los Angeles County
Department of Children & Family Service

Produced on January 28, 2005 by the
DCFS Geographic Information Systemes Unit.

Los Angeles County
Department of Children and Family Services
Office Boundaries



DCFS OFFICE LOCATIONS

SPA 1

A. Antelope Valley East Office
335 E. Ave. K-6
Lancaster, CA 93535
(661) 723-4307

B. Antelope Valley West Office
1150 W. Ave. J
Lancaster, CA 93534
(661) 951-4011

SPA 2

North Hollywood Office
12020 Chandler Ave.,
North Hollywood, CA 91607
(818) 755-5209

Santa Clarita Office
28490 Avenue Stanford,
Santa Clarita, CA 91350
(661) 702-6203

SPA 3

Covina Office
800 S. Barrance Ave.,
Covina, CA 91723
(626) 858-1601

Pasadena Office
532 E. Colorado St.,
Pasadena, CA 91101
(626) 229-3868

Pomona Office
100 W. Second St.
Pomona, CA 91766
(909) 868-4400

SPA 4

Metro North Office
3075 Wilshire Blvd.
Los Angeles, CA 90010
(213) 639-4833

SPA 5

West LA Office
11390 W. Olympic Blvd.
Los Angeles, CA 90064
(310) 312-5235

SPA 6

Century Office
5757 W. Century Blvd, Suite. 3000
Los Angeles, CA 90045
(310) 348-6702

Compton Office (New Office)
921 E. Compton Blvd.
Compton, CA 90221

Hawthorne Office
11539 Hawthorne Blvd.
Hawthorne, CA 90250
(310) 263-2104

Wateridge Office
5110 W. Goldleaf Circle,
Los Angeles, CA 90056
(323) 290-8441

SPA 7

Belvedere Office
5835 Eastern Ave.,
Commerce, CA 90040
(323) 725-4501

Santa Fe Springs Office
10355 Slusher Dr.
Santa Fe Springs, CA 90670
(562) 903-5101

SPA 8

Torrance Office
2325 Crenshaw Blvd.
Torrance, CA 90501
(310) 972-3108

Lakewood Office
4060 Watson Plaza Drive
Lakewood, CA 90712
(562) 497-3303

DCFS Offices and the Zip Codes each one is serving

ANTELOPE VALLEY EAST								
93510	93543	93544	93550	93551	93552	93553	93563	93591

ANTELOPE VALLEY WEST					
93243	93523	93532	93534	93535	93536

BELVEDERE								
90022	90023	90040	90058	90063	90201	90255	90270	90640
90660								

CENTURY					
90007	90008	90016	90018	90047	90089

COMPTON						
90059	90061	90220	90221	90222	90262	90723

COVINA								
91702	91706	91722	91723	91724	91731	91732	91733	91740
91741	91744	91745	91746	91748	91770	91789	91790	91791
91792								

HAWTHORNE		
90037	90043	90062

LAKEWOOD								
90704	90731	90732	90744	90745	90746	90747	90802	90803
90804	90805	90806	90807	90808	90810	90813	90814	90815
90822	90831	90840	90846					

METRO NORTH								
90004	90005	90006	90010	90012	90013	90014	90015	90017
90019	90020	90021	90026	90027	90028	90029	90031	90032
90033	90036	90038	90039	90041	90042	90046	90048	90057
90065	90068	90069	90071					

NORTH HOLLYWOOD								
90290	91011	91020	91201	91202	91203	91204	91205	91206
91207	91208	91210	91214	***91301	***91302	91303	91304	91306
91307	***91311	91316	91324	91325	91326	91330	91335	91343
91352	91356	***91361	***91362	91364	91367	91401	91402	91403
91405	91406	91411	91423	91436	91501	91502	91504	91505
91506	91523	91601	91602	91604	91605	91606	91607	91608

***These Zip Codes are located partially in LA County and partially out-of-County. Provider will service families residing in LA County only.

DCFS Offices and the Zip Codes each one is serving

PASADENA								
91001	91006	91007	91010	91016	91024	91030	91101	91103
91104	91105	91106	91107	91108	91125	91126	91754	91755
91775	91776	91780	91801	91803				

POMONA						
91711	91750	91765	91766	91767	91768	91773

SANTA CLARITA								
91040	91042	91321	91331	91340	91342	91344	91345	91350
91351	91354	91355	91381	91382	91384	91387	91390	

SANTA FE SPRINGS								
90240	90241	90242	90280	90601	90602	90603	90604	90605
90606	90608	***90631	***90638	90639	90650	90670	90701	90703
90706	90712	90713	90715	90716	90755			

TORRANCE								
90245	90247	90248	90249	90250	90254	90260	90261	90266
90274	90275	90277	90278	90301	90302	90303	90304	90305
90501	90502	90503	90504	90505	90506	90710	90717	

WEST LOS ANGELES								
90024	90025	90034	90035	90045	90049	90056	90064	90066
90067	90073	90077	90094	90210	90211	90212	90230	90232
90263	***90265	90272	90291	90292	90293	90401	90402	90403
90404	90405							

WATERIDGE				
90001	90002	90003	90011	90044

***These Zip Codes are located partially in LA County and partially out-of-County. Provider will service families residing in LA County only

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	A. DATA SOLUTION (AUTOMATED DATA SOLUTION)
Alias:	
Principal Owners and/or Affiliates:	Renee Setero
Debarment Start Date:	3/4/2003 **Debarment End Date:** 3/3/2006

Vendor Name:	LA INTERNET CORPORATION
Alias:	2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")
Principal Owners and/or Affiliates:	Ken Reda Albert Reda Louis Cherry
Debarment Start Date:	9/9/2003 **Debarment End Date:** 9/8/2006

Vendor Name:	MTS Advanced Corp.
Alias:	
Principal Owners and/or Affiliates:	Emir Khan / Zulaine Hernandez
Debarment Start Date:	2/8/2005 **Debarment End Date:** 2/7/2008

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	Shobie Enterprises
Alias:	DBA Seahawk Construction
Principal Owners and/or Affiliates:	Shamir Ahmad Qazi
Debarment Start Date:	4/30/2002 **Debarment End Date:** 4/30/2005

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE…

The importance of small business to the County...

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts. as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____
(Name) *(Title)*

For County use only

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

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Proposer:_____

INSTRUCTIONS FOR PREPARING BUDGET JUSTIFICATION NARRATIVE AND LINE ITEM BUDGET

The following information is provided for reference purposes only. Actual figures will depend on the agency's proposed program design, expenses, and revenue.

I. GENERAL REQUIREMENTS

A. Budget should include all costs related to the proposed project.

B. Line items for all budget categories must include a description and justification for each item.

C. Category totals on EXHIBIT B, Budget, must equal the total amount requested on the Budget Justification Narrative and Line Item Budgets.

II. PROGRAM EXPENSES

A. Salaries and Employee Benefits

1. Salaries: Include all line, supervisory, and other staff positions who provide direct services. To determine the TOTAL SALARY COSTS for a position, use the following formula: Monthly salary times [x] number of months budgeted on project times [x] percent of time on project equals [=] TOTAL SALARY COSTS

   Example A: Full-time employee working 70% of time on project. $2,000 x 12 x 70% = $16,800

   Example B: Half-time employee working 50% of time on project. $1,000 x 12 x 50% = $ 6,000

   Total Salaries: $16,800 plus [+] $6,000 = ***$22,800***

2. Employee Benefits: This is calculated percentage of each employee's total salary costs; based on such expenses as FICA, SUI, Medical/Dental, Workmen's Compensation, or other benefits.

   Example: FICA @ 7.65% + SUI @ 4.25% + Medical/Dental @ 6.0% + Workmen's Compensation @ 3.25% = 21.15% percentage of all paid employee benefits.

To determine TOTAL EMPLOYEE BENEFITS for each position, use the following formula: TOTAL SALARY COSTS ($22,800) x percentage of all paid employee benefits (21.15%) = TOTAL EMPLOYEE BENEFITS

Example A: Full-time employee working 70% of time on project. $16,800 x 21.15%= $3,553.20

Example B: Half-time employee working 50% of time on project. $6,000 x 21.15% = $1,269.00

Total Employee Benefits: $3,553.20 + $1,269.00 = ***$4,822.20***

3. **Total Salaries and Employee Benefits: $22,800 + $4,822.20 = $27,622.20**

B. Facility Rent/Lease Expenses

The total amount of FACILITY RENT OR LEASE EXPENSES charged to this project are based on the following formula: Total monthly rental or lease amount, divided by [÷] total gross square footage = cost per square foot x total square footage used for this project x number of months project is budgeted = TOTAL FACILITY RENT OR LEASE EXPENSES

Example: $ 2,000 ÷ 2,000 sq.ft. x 1,000 sq.ft. x 12 months = $12,000

C. Equipment and/or Other Assets Expenses

Equipment and/or other assets expenses should be determined by calculating the amount of time the leased equipment or other assets will be used exclusively on this project.

Example: One (1) copier rental with toner and paper supplies at $500 per month x 10% usage on project = $50.00 per month x 12 months = $600

Example: One (1) computer at $5000 x 100% usage on project ÷ 5 years depreciation = $1,400

D. Services and Supplies

Indicate expenditures for any of the following items: Audit fees, bookkeeping fees, books and publications, facility maintenance, insurance, license/permit fees, mileage, office machine maintenance/repairs, office supplies, postage, printing, janitorial and other maintenance supplies, telephone, training, utilities.

Example:	*audit fees*	*$200.00*
	bookkeeping fees	*$300.00*
	books and publications	*$150.00*
	facility maintenance	*$500.00*
	insurance	*$900.00*
	license/permit fees	*$50.00*
	mileage	*$400.00*
	office machine maintenance/repairs	*$200.00*
	office supplies	*$1,000.00*
	postage	*$30.00*
	printing	*$30.00*
	janitorial/other maintenance supplies	*$35.00*
	telephone	*$750.00*
	training	*$200.00*
	utilities	*$250.00*
	other	*$0.00*
	total	*$4,995.00*

E. Administrative Overhead

An administrative overhead rate may be applied to project costs, based upon acceptable accounting and budgeting procedures. (Please see PART B, INSTRUCTIONS FOR SUBMITTING PROPOSALS, Section 7.7, for more detailed information). Project size, other available resources, number and type of concurrent projects undertaken by agency, etc. are all examples of different factors to consider in determining if or to what extent an administrative overhead rate may be applied. Any and all supporting documentation showing how the administrative overhead rate was calculated, must be appended to the budget.

F. Total Gross Cost of Program

The total gross cost is determined by adding all program expenses calculated for the budget.

Example: *Program Expenses*

Salaries and Employee Benefits	*$27,622.00*
Facility Rent/Lease	*$12,000.00*
Equipment and/or Other Assets	*$2,000.00*
Services and Supplies	*$4,995.00*
Administrative Overhead	*$5,524.00*
Total Gross Cost of Program	*$52,141.00*

III. INCOME/REVENUE

A. Projected County Allocation

State your projected County allocation for the contract period.

Example: $50,000 (for the period July 1, 2005 to June 30, 2006)

B. Private Funding, Other Revenue, and/or In-Kind Match

State any projected private funding, other revenue, and/or In-Kind Match for the proposed project for the contract period.

*Example: $ 2,141.00 (*In-Kind Match*)*

C. Total Income/Revenue

The total income/revenue should equal the Total Gross Cost of Program. (See Section II, sub-section F, above).

Example: Projected County allocation of $50,000 + Private Funding of $2,141.00 = $52,141.00

The total Income/Revenue of program is $52,141.00.

IV. BUDGET NARRATIVE (DETAILED DESCRIPTION AND JUSTIFICATION OF EACH LINE ITEM BUDGET CATEGORY)

A. Description

Explain how salaries and employee benefit costs were calculated. Provide a brief description of each item requested, the corresponding cost, and a brief justification statement. Explain how each line item expense relates to your written proposal.

Example: (Under EQUIPMENT AND/OR OTHER ASSETS category)

1 printer @ $1,500

Description: - This printer is compatible with the agency's IBM computer.

B. Justification

Provide sufficient reason for the importance and need of each line item requested in the budget, as it relates to (1) strategies/program elements and activities of the written program proposal, and (2) any administrative services or requirements.

Example:

Justification: - Staff assigned exclusively to this project will be using the printer to develop program reports and other documents in a timely manner.

PROPOSERS' SUBMISSION OVERVIEW

Legal Name of Proposer:			
This Proposal is Submitted For Which Program: (check appropriate box)	Family Support	Family Preservation	Adoption Promotion and Support Services

This Proposal is Submitted For Which SPA / DCFS office Boundary:	Service Planning Area (SPA)	DCFS Office Boundary
	Enter Which SPA Here:	*Enter Which DCFS Office Boundary Here:*

Indicate Any Other (separate) Proposal(s) Submitted By Proposer Named Above (Do Not Include The Proposal Indicated Above)		
Family Support (FS)	How Many Other FS Proposal(s) Submitted:	In Which SPA(s):
Family Preservation (FP)	How Many Other FP Proposal(s) Submitted:	In Which DCFS Office Boundary(ies):
Adoption Promotion and Support Services (APSS)	How Many Other APSS Proposal(s) Submitted:	In Which SPA(s):

PART H – EXHIBITS

EXHIBIT A-1 -	Statement of Work for Family Support Program may be found in PART D – STATEMENT OF WORK, of this RFP
EXHIBIT A-2 -	Statement of Work for Family Preservation Services may be found in PART D – STATEMENT OF WORK, of this RFP
EXHIBIT A-3 -	Statement of Work for Adoption Promotion and Support Services may be found in PART D – STATEMENT OF WORK, of this RFP
EXHIBIT B -	Proposed Budget
EXHIBIT C -	Certification of Independent Price Determination
EXHIBIT D -	Contractor's Equal Employment Opportunity (EEO) Certification
EXHIBIT E -	Community Business Enterprise (CBE) Form
EXHIBIT F-1 -	Contractor Employee Acknowledgment and Confidentiality Agreement
EXHIBIT F-2 -	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
EXHIBIT G -	Auditor-Controller Contract Accounting and Administration Handbook
EXHIBIT H -	Internal Revenue Notice 1015
EXHIBIT I -	Sample Subcontract
EXHIBIT J -	Jury Service Program Certification
	Los Angeles County Code 2.203 (Jury Service Program)
EXHIBIT K -	Contract Discrepancy Report
EXHIBIT L -	Safely Surrendered Baby Law Fact Sheet
EXHIBIT M -	Fixed Asset Instructions and Form

FAMILY SUPPORT SPECIFIC EXHIBITS

EXHIBIT FS-1 -	Monthly Summary Report and Instructions
EXHIBIT FS-2 -	Individual Family Service Log and Instructions
EXHIBIT FS-3 -	Cumulative Monthly Linkage Report
EXHIBIT FS-4 -	Intake/Exit Form
EXHIBIT FS-5 -	County's Administration

EXHIBIT FS-6 - Monthly Reimbursement Invoice

EXHIBIT FS-7 - Customer Satisfaction Survey

EXHIBIT FS-8 - DCFS Form 800

FAMILY PRESERVATION SPECIFIC EXHIBITS

EXHIBIT FP-B-1 - Pricing Schedule

EXHIBIT FP-1 - Referral to Mental Health

EXHIBIT FP-2 - Referral Report to Mental Health

EXHIBIT FP-3 - Probation Dept. Referral Service Authorization (FP/Prob-1324)

EXHIBIT FP-4 - Probation Department On-Site Contract Report

EXHIBIT FP-5 - Probation Department Auxiliary Fund Authorization

EXHIBIT FP-6 - Auxiliary Fund Procedures

EXHIBIT FP-7 - Expense Claim for lead agency auxiliary fund reimbursement

EXHIBIT FP-8 - ARS/FP Service Agreement (English & Spanish)

EXHIBIT FP-9 - MCPC Confidentiality Declaration

EXHIBIT FP-10 - MCPC Service Plan

EXHIBIT FP-11 - MCPC Service Plan Agreement

EXHIBIT FP-12 - Monthly Progress Report

EXHIBIT FP-13 - Excused Absence Approval

EXHIBIT FP-14 - First and Second Unexcused Absence Alert

EXHIBIT FP-15 - Technical Review Check Lists

EXHIBIT FP-16 - Family Functioning Assessment Tool

EXHIBIT FP-17 - California Family Risk Assessment

EXHIBIT FP-18 - Statement of Received, Expended & Unexpended Funds

EXHIBIT FP-19 - Alternative Response Confidentiality Declaration

EXHIBIT FP-20 - Alternative Response Service Plan

EXHIBIT FP-21 - Consent to Release and Exchange Information -DCFS - 802/802S (English & Spanish)

EXHIBIT FP-22 - In-home Counseling / Follow up progress notes

EXHIBIT FP-23 - SPA Allocation for FY 2005/06

EXHIBIT FP-24 - Lead Agency Weekly Count

EXHIBIT FP-25 - Service Progress Notes Form

EXHIBIT FP-26 - Customer Satisfaction Survey

EXHIBIT FP-27 - DCFS Form 800

EXHIBIT FP-28 - County's Administration

EXHIBIT FP-29 - Drug and Alcohol Summary Log and Report

EXHIBIT FP-30 - IRS W-9

EXHIBIT FP-31 - Consent to Comply With The Children's Bill of Rights

ADOPTION PROMOTION AND SUPPORT SERVICES SPECIFIC EXHIBITS

EXHIBIT APSS-1 - Intake/Exit Form

EXHIBIT APSS-2 - Service Referral/Authorization

EXHIBIT APSS-3 - Monthly Summary Reports (A, B, and C)

EXHIBIT APSS-4 - Customer Satisfaction Survey

EXHIBIT APSS-5 - Monthly Reimbursement Invoice

EXHIBIT APSS-6 - County's Administration

EXHIBITS A-1 THROUGH A-3

STATEMENT OF WORK

Exhibits A-1 through A-3 are located in PART D, STATEMENT OF WORK, of this RFP.

EXHIBIT B

BUDGET

Proposed Budget. PART G, ATTACHMENTS, Attachment F, Instructions for Preparing Budget Justification Narrative and Line Item Budget, has been provided to assist the Proposer in completing the Proposed Budget (Exhibit B).

REQUEST FOR PROPOSALS FOR FAMILY SUPPORT, FAMILY PRESERVATION, AND ADOPTION PROMOTION AND SUPPORT SERVICES

BUDGET (Three Years, July 1, 2005 – June 30, 2008)

For each item below, please summarize the amounts budgeted for each twelve-month budget period of the entire three-year budget period of the proposed project. **PROGRAM EXPENSES** should reflect the **TOTAL** cost to operate the program, including any costs that may not be covered by your proposed County allocation. **INCOME/REVENUE** should reflect all funding sources that will be dedicated to the project to cover all program expenses.

Note: This EXHIBIT B must have attached, a separate budget justification narrative and line item budget. Please see PART G, ATTACHMENTS, Attachment F, Instructions for Preparing Budget Justification Narrative and Line Item Budget. You may add and delete line items to customize your budget.

Continued on Next Page.

EXHIBIT B

BUDGET (Three Years, July 1, 2005 – June 30, 2008)

For

_____

(PROGRAM NAME (i.e., FS, FP or APSS)

AGENCY NAME: _____

ITEM	Twelve Month Budget Period (07-01-05 – 06-30-06)	Twelve Month Budget Period (07-01-06 – 06-30-07)	Twelve Month Budget Period (07-01-07 – 06-30-08)	Total Three Year Budget Period (01-01-05 – 06-30-08)
PROGRAM EXPENSES				
I. DIRECT COST:				
A. Salaries and Employee Benefits	$	$	$	$
B. Facility Rent/Lease	$	$	$	$
C. Equipment and/or Other Assets Leases	$	$	$	$
D. Services and Supplies	$	$	$	$
E. Other				
II. ADMINISTRATIVE AND INDIRECT COST: ***(Max. 10% OF Max. Annual Contract Sum)***				
A. Administrative Overhead	$	$	$	$
B. Other				
TOTAL GROSS COST OF PROGRAM	$	$	$	$
INCOME/REVENUE				
A. Projected County Allocation	$	$	$	$
B. Private Funding, Other Revenue, &/or In-Kind Match	$	$	$	$
TOTAL INCOME/REVENUE	$	$	$	$

ATTACHMENTS (3): Budget Justification Narrative and Line Item Budget for each twelve-month budget period.

EXHIBIT C

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1.0 Certification of Independent Price Determination

By submission of this proposal, the Proposer certifies that the statements included herein are true and that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other proposer or competitor for the purpose of restricting competition.

2.0 List name(s) and telephone number(s) of the person(s) authorized to legally commit the Proposer.

Name	Phone Number

_____
Name of Proposer:

_____
Tax ID Number

_____
Name and Title of Signer

_____
Signature

_____
Date

EXHIBIT D

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

_____
Legal Name of Agency

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firms, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

1.	The proposer has a written policy statement prohibiting discrimination in all phases of employment.	YES [ ]	NO [ ]
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	YES [ ]	NO [ ]
3.	The proposer has s system for determining if its employment practices are discriminatory against protected groups.	YES [ ]	NO [ ]
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals or timetables.	YES [ ]	NO [ ]

_____
Print Name and Title of Principal Owner, officer, or manager responsible for submission of the proposal to the County

_____
Authorized Signature of Principal Owner, officer, or manager responsible for submission of the proposal to the County

_____
Date

EXHIBIT E

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

❑ **I AM NOT**
❑ **I AM**

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

❑ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.
My County (WebVen) Vendor Number _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

EXHIBIT F-1

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

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 nave and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

Initials of Signer _____

EXHIBIT F-1

CONTRACTOR Name: _____

Employee Name: _____

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 dong 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, to, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F-2

NON-CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

Non-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 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 nave and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

Initials of Signer _____

EXHIBIT F-2

CONTRACTOR Name: _____

Employee Name: _____

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 dong 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, to, 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 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 during this employment, I shall keep such information confidential.

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

Revised: 6/23/04

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND OPERATING HANDBOOK

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

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

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

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

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

1.3 Prepaid Expenses

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

ACCOUNTING SYSTEM

2.0 Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
    - County payments (one per funding source)
    - Contributions
    - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

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

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

- date
- check number
- cash (credit) column
- expense account name
- description

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

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

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

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

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

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.

- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

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

- Name
- Position
- Social Security Number

- Salary (hourly wage)
- Payment Record including:
  - accrual period
  - gross pay
  - itemized payroll deductions
  - net pay amount
  - check number

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

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

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

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

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

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the

maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

3.4 Filing

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

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically

- timecards – pay period and alphabetically

3.5 Referencing

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

- invoices – vender name and date
- checks – number
- vouchers –number
- revenue – receipt number

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

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

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

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

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

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2. Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, **including this Auditor-Controller Contract Accounting and Administrative Handbook (Exhibit G)**, except as proscribed by state or federal law.

For purposes of establishing a reasonable level of compensation for CONTRACTORS personnel, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

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

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

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

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

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

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

4.0 Fixed Assets

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

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

4.1 Acquisition

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

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

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

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

4.3 Security

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

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

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

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

C. COST PRINCIPLES

1.0 Policy

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

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

1.4 Unspent Funds

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

1.5 Necessary, Proper and Reasonable

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

2.0 Allocation of Cost Pools

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

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

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - indirect cost rate allocation base

2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

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

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

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

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

2.0 Activity

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

EXHIBIT H

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

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

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT I

Sample

SUBCONTRACT

This SUBCONTRACT is made and entered into this _____ day of _____,2005 by and between_____ (hereafter "CONTRACTOR") located at:

_____

and_____ (hereafter “SUBCONTRACTOR”), located at:

_____

WHEREAS, CONTRACTOR has entered into a Contract for _____ Services (hereafter "Prime Contract") with the County of Los Angeles, (hereafter "COUNTY") and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to _____ Services, and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the Terms and Conditions of this Subcontract.

NOW, therefore, CONTRACTOR and SUBCONTRACTOR agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provision of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with COUNTY and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. Ail representations and warranties contained in this Subcontract shall inure to the benefit of the COUNTY.

1.1 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit A to this Subcontract.

EXHIBIT I

2.0 TERM OF SUBCONTRACT

The term of this Subcontract shall commence on_____, and shall expire on _____ , unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract.

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed $_____for the term of this Subcontract to provide the services designated in Section 3.3 of this Subcontract for the following Fiscal Year (FY):

1st FY $_____

2nd FY $_____

3rd FY $_____

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within thirty (30) days of receipt and approval of monthly invoice.

3.3 The SUBCONTRACTOR shall provide the following activities/services:

Services:

_____

_____

_____

_____

3.4 Payment to SUBCONTRACTOR will be

3.4.1 Fixed Fee for Service Rate. The rate of payment to SUBCONTRACTOR for specific units of service provided will be as follows:

Type of Service _____

Number of Units of Service _____

Payment Rate per Unit of Service $_____

3.4.2 Line Item Service Rate. The line item service rate is based on the actual cost in providing the activity/service units:

Type of Service _____

Number of Units of Service _____

Actual Cost per Unit of Service $ _____

3.5 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the term of this Subcontract.

3.6 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any compensation or costs related to this Subcontract.

4.0 THIRD PARTY BENEFICIARY

4.1 CONTRACTOR and SUBCONTRACTOR understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.

4.2 Notwithstanding any other provision of this subcontract, the COUNTY, does not intend for Subcontractor to acquire any rights as a third party beneficiary of prime contract.

5.0 INSURANCE

Without limiting SUBCONTRACTOR's indemnification of COUNTY, and during the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. As stated in Section 8.27.6, Insurance Coverage Requirements for Subcontractors, SUBCONTRACTOR may be endorsed and named as an additional insured on Contractor's liability insurance, if applicable.

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Walter Chan, Manager

prior to commencing services under this Contract, shall specifically identify this Contract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

A Liability: Such insurance shall be endorsed, naming COUNTY as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars ($1,000,000) per occurrence.

2. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of no less than one million dollars ($1,000,000) per occurrence.

B. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars ($1,000,000) limit, covering all persons who provide services for the CONTRACTOR.

C. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the (CONTRACTOR, its officers, or employees with a limit of liability of no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.

D. Notwithstanding any other provision of this Contract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Contract and COUNTY may immediately terminate or suspend this Contract as a result thereof.

EXHIBIT I

SUBCONTRACT FOR

_____
(TYPE OF SERVICE)

The parties hereto have caused this Subcontract to be executed:

CONTRACTOR:

_____
Name of Agency

_____
Authorized Signature

_____
Print Name and Title

SUBCONTRACTOR:

_____
Name of Agency

_____
Authorized Signature

_____
Print Name and Title

_____
Tax Identification Number

EXHIBIT J

CONTRACTOR EMPLOYEE JURY SERVICE APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

AND

LOS ANGELES COUNTY CODE 2.203 (JURY SERVICE PROGRAM)

EXHIBIT J

COUNTY OF LOS ANGLES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	**State:**	**Zip Code:**
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ❑ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"**Dominant in its field of operation**" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"**Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	**Title:**
Signature:	**Date:**

EXHIBIT J

Los Angeles County Code Sections 2.203.010 through 2.203.090

"Contractor Employee Jury Service"

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.
B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:
1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT J

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

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

EXHIBIT K

CONTRACT DISCREPANCY REPORT (CDR)

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

_____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:-

_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT L

SAFELY SURRENDERED BABY LAW FACT SHEET

THE FOLLOWING FACT SHEETS ARE WRITTEN IN ENGLISH AND SPANISH

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT M

FIXED ASSETS LIST
INSTRUCTIONS

Please complete the entire form by entering the following information:

Agency Name-

- Name of Item purchased/leased-(Any item over $5,000 including leased automobiles or equipment).
- Price of Item
- Model Number
- Serial Number
- Date Purchased

A copy of the Fixed Asset list will be maintained in the files of each agency. An additional copy will be mailed to the County Program Manager

EXHIBIT M

FIXED ASSET LIST

Agency Name:

Name of Item	Price	Model Number	Serial Number	Date of Purchase

EXHIBIT FS-1

FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT INSTRUCTIONS FOR PAGE 1

The Family Support Program Monthly Summary Report forms are used to provide statistical documentation on Families receiving Family Support services.

Please complete entire form by entering the following:

Agency information shall include:

- Report month and report year
- Agency's name
- Agency's Address
- Completed by (i.e., name of the agency individual completing the report)
- Telephone (i.e., telephone number of the agency individual completing report)
- Fax (i.e., agency fax number)
- Email (i.e., agency email address).

Family Support Information shall include a cumulative client count for the report month indicating the following:

- Number of **newly** served adults, teens, and children receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Total number of **newly** served adults, teens, and children receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Total number of **newly** served families receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs

- Case Management
- Linkage Services

- Number of adults, teens, and children **continuing** services from prior report month(s) and receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Total number of adults, teens, and children **continuing** services from prior report month(s) and receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Total number of families **continuing** services from prior report month(s) and receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Number of adults, teens, and children **completing** one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Total number of adults, teens, and children **completing** one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs

- Case Management
- Linkage Services

- Total number of families **completing** one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Number of adults, teens, and children **terminating** one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Total number of adults, teens, and children **terminating** one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

- Total number of families **terminating** one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

Circle "yes" or "no" to the following 3 questions and attach an additional page to provide any relevant details to question 1-3 below.:

(1) Were there any administrative or staff changes during the report month?

(2) Did staff participate in any training during the report month?

(3) Are program services/components on target, with respect to delivery, participants or costs?

EXHIBIT FS-1

Provide the following information regarding Emergency Basic Support:

- Total dollar amount spent for Emergency Basic Support during the report month
- # of adults provided with Emergency Basic Support
- #of teens provided with Emergency Basic Support
- # of children provided with Emergency Basic Support
- # of families provided with Emergency Basic Support

Provide the following information regarding each Family Support service (i.e., Structured Activities, Employment Services, Health, Parenting & Other Ed Programs, Case Management, and Linkage Services):

- Total dollar amount spent during the report month
- # of units provided
- # of adults participating in each Family Support service
- #of teens participating in each Family Support service
- # of children participating in each Family Support service
- # of families participating in each Family Support service

*service completion – refers to clients who complete the entire Family Support Program by either graduating and/or receiving a certificate of completion

**service termination – refers to clients who terminate a Family Support service and have not finished the entire Program

FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT INSTRUCTIONS FOR PAGE 2

Family information shall include:

- State ID # or Agency Family ID # - For DCFS families us the 19 digit numerical identifier listed on the DCFS 800 form in Section A (Case Information) in the box entitled State ID/Serial NO. For non-referred DCFS families use the numerical identifier assigned by the agency—**The State ID/Serial # listed on the DCFS 800 must be included of the Monthly Report form if the Family was identified and referred by DCFS**.

Provide the following information for each family member (i.e., adult, teens, and children) receiving one or more Family Support service (Emergency Basic Support, Structured Activities, Employment Services, Health, Parenting & Other Educational Programs, Case Management, and Linkage Services):

- Last Name
- First Name
- DOB

Gender shall include (Please refer to Gender Legend listed on the bottom of Page 2 of the Family Support Program Monthly Summary Report):

- Identify male participants with the number 1 and female participants with the number 2

Ethnic Group shall include (Please refer to Ethnicity Legend listed on the bottom of Page 2 of the Family Support Program Monthly Summary Report:

- Identify participating family member (i.e., adults, teens, and children) as follows: White with the number 1, African-American with the number 2, Hispanic with the number 3, Central/South American with the number 4, Asian/Pacific Islander with the number 5, and Other with the number 6.

Address shall include:

- Address – Address of each participating family member (i.e., adults, teens, and children)
- City – City in which each participating family member resides
- ZIP Code – Corresponding zip code for each participating family member's address

Service Category shall include (Please refer to Services Legend listed on the bottom of Page 2 of the Family Support Program Monthly Summary Report):

- Service Category – Identify each Family Support service (i.e., Emergency Basic Support, Structured Activities, Employment Services, Health, Parenting & Other Educational Programs, Case Management, and Linkage Services) each family member participated in during the report month as follows: Emergency Basic Support with the number 1, Structured Activities with the number 2, Employment Services with the number 3, Health, Parenting & Other Educational Programs with the number 4, Case

Management with the number 5, and Linkage with the number 6. Each family member may have one or more Family Support services listed.

- Start Date – Date each individual family member (i.e., adults, teens, and children) first began receiving Family Support services.
- Service Completion* Date – Date each individual family member (i.e., adults, teens, and children) completed the agency's Family Support Program.
- Service Termination** Date – Date each individual family member (i.e., adults, teens, and children) terminated the agency's Family Support Program.

*service completion – refers to clients who complete the entire Family Support Program by either graduating and/or receiving a certificate of completion

**service termination – refers to clients who terminate a Family Support service and have not finished the entire Program.

FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT

REPORT MONTH:
REPORT YEAR
AGENCY NAME:
ADDRESS:

COMPLETED BY:
TELEPHONE:
FAX:
EMAIL:

Newly Served During Report Month	**EMERGENCY BASIC SUPPORT**	**STRUCTURED ACTIVITIES**	**EMPLOYMENT SERVICES**	**HEALTH, PARENTING & OTHER EDUCATIONAL PROGRAMS**	**CASE MANAGEMENT**	**LINKAGE**
Adults						
Teens						
Children						
Total # of Adults, Teens & Children						
Total Families*						
Continuing Services From Prior Report Month(s)						
Adults						
Teens						
Children						
Total						
Total Families*						
Completing Services During Report Month						
Adults						
Teens						
Children						
Total						
Total Families*						
Terminating Services During Report Month						
Adults						
Teems						
Children						
Total						
Total Families*						

Please attach an additional page to provide any relevant details to questions 1, 2 or 3.	**Circle One**	
1. Were there any administrative or staff changes during the report month?	Yes	No
2. Did staff participate in any training during the report month?	Yes	No
3. Are program services/components on target, with respect to delivery, participants or costs?	Yes	No

	Monthly Dollar Cost	# of Units Provided	# of Adults Served	# of Teens Served	# of Children Served	# of Families Served
Emergency Basic Support						
Structured Activities						
Employment Services						
Health, Parenting & Other Ed Programs						
Case Management						
Linkage						
Total						

*Families consist of one or more individuals (i.e. an adult, teen or child).

FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT

REPORT MONTH:
REPORT YEAR:
AGENCY NAME:
ADDRESS:

COMPLETED BY:
TELEPHONE:
FAX:
EMAIL:

	State ID# or Agency Family #	Last Name	First Name	Date of Birth	Gender	Ethnicity	Address	City	Zip Code	Service Category	Service Start Date	Service Completion Date	Service Termination Date
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
33													
34													

Gender Legend
Male=1
Female=2

Ethnicity Legend
White=1
African American=2
Hispanic=3
Central/South American=4
Asian/Pacific Islander=5
Other=6

Services Legend
Emergency Basic Support=1
Structured Activities=2
Employment Services=3
Health, Parenting & Other Ed Programs=4
Case Management=5
Linkage=6

Copy and complete additional pages as needed.

FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT

REPORT MONTH:
REPORT YEAR:
AGENCY NAME:
ADDRESS:

COMPLETED BY:
TELEPHONE:
FAX:
EMAIL:

Newly Served During Report Month DCFS	EMERGENCY BASIC SUPPORT	STRUCTURED ACTIVITIES	EMPLOYMENT SERVICES	HEALTH, PARENTING, & OTHER EDUCATIONAL PROGRAMS	CASE MANAGEMENT	LINKAGE
Adults						
Teens						
Children						
Total # of Adults, Teens, Children						
Total # of Families*						

Newly Served During Report Month NON-DCFS	EMERGENCY BASIC SUPPORT	STRUCTURED ACTIVITIES	EMPLOYMENT SERVICES	HEALTH, PARENTING, & OTHER EDUCATIONAL PROGRAMS	CASE MANAGEMENT	LINKAGE
Adults						
Teens						
Children						
Total # of Adults, Teens, Children						
Total # of Families*						

*Families consist of one or more individuals (I.e. an adult, teen, or child)

EXHIBIT FS-2

FAMILY SUPPORT SERVICES
INDIVIDUAL FAMILY SERVICE LOG

INSTRUCTIONS

Please complete entire form by entering the following:

- Family Name – Primary caregiver's last and first name
- Agency Family ID# - Numerical identifier assigned by the agency
- State ID/Serial # - 19 digit numerical identifier listed on the DCFS 800 form in Section A (Case Information) in the box entitled State ID/Serial NO. **This number must be included on the individual Family Service Log if the Family was referred by DCFS.**

Under the appropriate Family Support Services program category (i.e., Emergency Basic Support, Structured Parent-Child or Family Centered Services, Employment Services, Health, Parenting and Other Educational Programs, Case Management, and Linkage Services) – indicate each Family Support Service the Family receives by providing the following:

- Agency Name – Name of the agency providing the Family Support Service.
- Service Start Date – Date the Family began attending each Family Support Service.
- Service Completion Date – Date Family completed the Family Support Service by graduating and/or receiving a certificate of completion.
- Service Termination Date – Date Family terminated (i.e., not completed, stopped attending) the Family Support Service.

EXHIBIT FS-2

FAMILY SUPPORT SERVICES
INDIVIDUAL FAMILY SERVICE LOG

FAMILY NAME _____

AGENCY FAMILY ID # _____

STATE ID/SERIAL # _____

PLEASE INDICATE BELOW ALL SERVICES RECEIVED BY THE FAMILY

FAMILY SUPPORT SERVICES		NAME OF AGENCY PROVIDING THE SERVICE(S)	SERVICE START DATE	SERVICE COMPLETION DATE	SERVICE TERMINATION DATE
Emergency Basic Support					
Structured Parent-Child or Family-Centered Activities					
Employment Services					
Health, Parenting and Other Educational Programs					
Case Management					
Linkage	Agency providing the Service				
	Service Provided				

TO BE FILED IN THE INDIVIDUAL FAMILY'S CASE RECORD

EXHIBIT FS-3

FAMILY SUPPORT LINKAGE
CUMULATIVE MONTHLY REPORT

Agency Name: _____ **Address:** _____

Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Alcohol & Substance Abuse Treatment Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Childcare Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Domestic Violence Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Health Care Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Housing Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												

EXHIBIT FS-3

FAMILY SUPPORT LINKAGE
CUMULATIVE MONTHLY REPORT

Agency Name: _____ **Address:** _____

Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mental Health Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Regional Center Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Special Education Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Cumulative Monthly Totals														

EXHIBIT FS-4

FAMILY SUPPORT PROGRAM INTAKE/EXIT FORM

DCFS REFERRED FAMILY (A) YES (b) NO
(Please Circle One)

Section A. Agency Information

Agency ID #/State ID/Serial #:		Month:
Agency:	Completed by:	Reporting Status: ☐ Opening Information Only ☐ Closing Information Included
PSSF Program Category:	Telephone:	

Section B. Primary Caregiver (PC) Information

Name:

Address:

City/State/Zip:

DOB: / /	Primary Language Spoken in Home:

(a) Ethnicity. ☐ White ☐ African-American	☐ Native American ☐ Latino	☐ Asian ☐ Pacific Islander ☐ Other _____	(c) Indicate highest grade or level completed. ☐ Elementary School (Grades 1-8) ☐ GED ☐ High School ☐ College Degree ☐ Some College ☐ Vocational School
(b) Marital Status. ☐ Single-Never Married ☐ Married	☐ Separated ☐ Divorced ☐ Unknown	☐ Cohabitating ☐ Widowed	

Section C. Household Income Complete both (a) and (b).

(a)Source(s). Check all that apply.		(b)Estimated income from all sources that support household. Check one.	
☐ Full-time employment ☐ Part-time employment ☐ TANF ☐ Child support ☐ Other. Describe:	☐ SSI - Supplemental Security Income ☐ SS - Social Security Benefits ☐ Private Disability Insurance ☐ VA – Veteran's Administration	☐ Less than $700 per month ☐ $1,000 - $1,999 ☐ $2,000 - $2,999	☐ $3,000 - $3,999 ☐ $4,000 or more

Section D. Information on Others Adults Living in Household

*	First Name	Last Name	Gender	Date of Birth	Relation***
☐					
☐					

Section E. Information on Children Living in Household

*	First Name	Last Name	Gender	Date of Birth	Education Level	Relation***
☐						
☐						
☐						
☐						

*	** Education Level	*** Relation
Check box if adult/child will be recipient of direct services	Indicate level for each for each child I-Infant/Toddler.(0-2 years) P-Preschooler (3-5 years) E-Elementary School (Grades K-8) H-High School C-College/Vocational School N-Not in School O-No Formal Schooling ^-6th Grade or less 7-12	select code that best describes the relationship between each child and the primary caregiver. B-Biological Parent G-Grandparent F-Foster Parent S-Sibling R-Relative A-Adoptive Parent G-Group Home N-Nonrelative Extended Family O-Other

TO BE FILED IN THE INDIVIDUAL FAMILY 'S CASE RECORD

EXHIBIT FS-4

FAMILY SUPPORT PROGRAM INTAKE/EXIT FORM

Family Name:	Agency ID #/State ID/Serial #:

SECTION F. Family Support Referral Information

Emergency Basic Support	List Reason For Referral
☐ DCFS ☐ Other Community Agency ☐ Self-Referred ☐ School ☐ Other	_____

SECTION G. Service Plan

(a) Identify services needed for family

☐ 01 Emergency Basic Support
Date Pre-Test Completed _____

☐ 02 Structured Parent-Child/Family Centered Activities
Date Pre-Test Completed _____

☐ 03 Employment Services
Date Pre-Test Completed _____

☐ 04 Educational Programs
Date Pre-Test Completed _____

☐ 05 Linkage (specify)

Date Intake Form Completed _____

Completed By _____

Intake Form Completed In Family's Home?
☐ Yes ☐ No

Intake Form Completed by _____

Title _____

Telephone _____

Section H. Exit/Termination Information

Month Exited:	Month Terminated

a) Identify services family received

☐ 01 Emergency Basic Support
If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test
☐ in all areas tested ☐ in most areas tested ☐ in some areas tested ☐ in no areas tested

☐ 02 Structured Parent-Child/Family Centered Activities
If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test
☐ in all areas tested ☐ in most areas tested ☐ in some areas tested ☐ in no areas tested

☐ 03 Employment Services
If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test
☐ in all areas tested ☐ in most areas tested ☐ in some areas tested ☐ in no areas tested

☐ 04 Educational Programs
If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test
☐ in all areas tested ☐ in most areas tested ☐ in some areas tested ☐ in no areas tested

☐ 05 Linkage (specify)_____
If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test
☐ in all areas tested ☐ in most areas tested ☐ in some areas tested ☐ in no areas tested

Date Exit Form Completed _____

Completed By _____

Exit Form Completed In Family's Home?
☐ Yes ☐ No

Date Post Test Completed _____

Exit Form Completed by _____

Title _____

Telephone _____

TO BE FILED IN ITHE NDIVIDUAL FAMILY'S CASE RECORD

EXHIBIT FS-5

COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

COUNTY PROGRAM DIRECTOR:

Name: Elisa Parrish
Title: Deputy Director, Bureau of Resources
Address: 425 Shatto Place, Suite 602, Los Angeles, California 90020

Telephone: (213) 351-5832
Facsimile:
E-Mail Address:

COUNTY PROGRAM MANAGER:

Name: Iris Courtney
Title: County Program Manager
Address: 3075 Wilshire Boulevard, Los Angeles, California 90010

Telephone: (213) 639-4819
Facsimile: (213) 637-2553
E-Mail Address: courtier@dcfs.co.la.ca.us

COUNTY CONTRACT PROGRAM MONITOR:

Name: Iris Courtney
Title: County Program Manager
Address: 3075 Wilshire Boulevard, Los Angeles, California 90010

Telephone: (213) 639-4819
Facsimile: (213) 637-2553
E-Mail Address: courtier@dcfs.co.la.ca.us

EXHIBIT FS-6

Family Support Program Services

Monthly Reimbursement Invoice

Agency's Name _____
Address _____
City & Zip _____
Tel. # _____
Fax # _____
Contact Person _____

Invoice #_____
Invoice Date _____
Billing Month_____
Contract Period_____

Cost Category	Annual Budget (a)	Actual Monthly Expenditures (b)	Actual YTD Expenditures (c)	Available Unexpended Budget (d = a-c)
I. SALARIES & EMPLOYEE BENEFITS:				
a. Salaries & Wages	.....	.....	.....	.....
b. Employee Benefits	.....	.....	.....	.....
c. Consultants	.....	.....	.....	.....
II. NON-PERSONNEL COSTS:				
d. Staff Mileage	.....	.....	.....	.....
e. Facility Costs	.....	.....	.....	.....
f. Consumable Supplies	.....	.....	.....	.....
g. Equipment	.....	.....	.....	.....
h. Indirect Cost	.....	.....	.....	.....
i. Other Direct Cost	.....	.....	.....	.....
j. Emergency Basic Support	.....	.....	.....	.....
TOTAL	.....	.....	.....	.....

Requested Reimbursement (the lesser of column b or d): _____

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

Name _____ **Signature** _____ **Date** _____
(Print name)

For Use by DCFS Program Manager only
Approving CPM _____ **Signature** _____ **Date** _____ (Print name)

EXHIBIT FS-7

FAMILY SUPPORT SERVICES

Customer Satisfaction Survey

WE WANT YOUR HELP! PLEASE TELL US HOW WE ARE DOING!

We welcome your comments about our services. Please tell us how you were treated during your visit and the quality of the care you received by our staff. Your comments are confidential and will assist us with improving future services.

Your Zip Code: _____ Today's Date: _____

Name of agency where you are receiving services:

1) Age: _____

2) Gender: Male_____ Female_____

3) Mark the Ethnic group that best describes your origin/identity:

Caucasian (White) _____
African American (Black) _____
Mexican _____
Central/South American (please specify)_____
Asian/Pacific Islander (please specify)_____
Other (please specify)_____

4) Please indicate the primary language you speak:

_____

5) How were you referred to this agency?

Self___ DCFS___ Court ___ Probation___ School___ Mental Health____ Hospital___

Other (specify)_____

6) How long have you been receiving services at this agency?

1-3 months_____ 4-6 months_____ 7-9 months____ 9-12 months_____

Other specify)_____

7) What type of services are you receiving at this agency (check all that apply):

Emergency Basic Support _____ Structured Activities _____
Employment Services _____ Case Management _____
Health, Parenting, & Other Educational Programs _____
Linkage _____ Other (specify) _____

EXHIBIT FS-7

FAMILY SUPPORT SERVICES

For questions 8 through 12, please check one of the numbers from 1 to 5 to let us know how you feel: 1=poor, 2= fair, 3= good, 4= very good, and 5 for excellent.

8) Do you feel the services you are receiving helping you?

1___ 2___ 3___ 4___ 5____

9) Are you satisfied with the services you are receiving?

1___ 2____ 3___ 4___ 5_____

10) How courteous and respectful is the staff regarding your cultural background?

1___ 2___ 3___ 4___ 5_____

11) Please rate the agencies performance:

1___ 2___ 3___ 4 ___ 5_____

12) Rate your chances of returning to this agency again for services if the need arrives:

1____ 2_____ 3_____ 4____ 5_____

13) Of the services mentioned below, which is the most difficult to obtain in your Community? Circle all of those that apply.

Women and Infant Children___ MediCal___ Healthy Families___ Family Planning___ Child Care___ Housing___ Legal___ Transportation___ School___ Work___

Other (please specify)_____

14) Please provide any related comments on the services that you are receiving:

_____

_____

_____

_____

If you have additional comments or questions regarding this questionnaire, please contact the following Program Manager:

- **Family Support**:

  Iris Courtney, at (213) 639-4819

EXHIBIT FS-8

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY CENTERED SERVICE REQUEST - SERVICE AUTHORIZATION (PAGE 1 OF 2)

The Safety of A Child is Our First Priority

A. ACTION (Check New Referral -or- Start/Term -or- Update Case)

☐ **NEW REFERRAL** ☐ **START/TERM**

☐ **FAMILY PRESERVATION** (FP) ☐ **FS** (Family Support) ☐ **TLR** (Time-Limited Re-Unification)

SOURCE: ☐ DCFS CASE ☐ DCFS REFERRAL ☐ ALTERNATIVE RESPONSE Number: _____

REFERRED FOR: STATE ID / SERIAL # _____ *(Note: Mandatory fields for a new Referral are represented in italics)*

CHILD LAST _____ FIRST _____ CWS/CMS CASE # _____-_____-_____-_____

FAMILY LAST _____ FIRST _____ CWS/CMS REFERRAL # _____-_____-_____-_____

☐ **UPDATE CASE FOR:** (Circle One: FP - FS - TLR) NUMBER: _____ -or- STATE ID / SERIAL#:_____

☐ EXTEND SERVICES ☐ TERMINATION Date: _____ Case Closure Reason Code: _____ ☐ CHANGE (Indicate Chg in Section C. D. or E)

☐ TRANSFER (TRANSFER DATE: _____ Out of AGENCY: _____ Into AGENCY: _____)

B. SERVICE TYPE / ASSIGNMENT (To be completed by Community-Based Liaison (CBL))

EFFECTIVE DATE: _____ *CFPN NAME:* _____

Duration: ☐ 1 MONTH ☐ 2 MONTHS ☐ 3 MONTHS ☐ 6 MONTHS

Service Type:

FAMILY PRESERVATION: ☐ BASE RATE ☐ TRANSITIONAL SERVICES

Other Family Centered Services: ☐ FAMILY SUPPORT ☐ TIME-LIMITED RE-UNIFICATION

ADD / REMOVE Agency: ☐ ADD* (Complete Section C. with ADD Agency) ☐ REMOVE* (*When Adding/Removing, provide CFPN Name & Effective Date)

☐ **ASSIGNMENT CORRECTION** (i.e. Correcting Effective Dates, etc., and Specify Instructions in Comments Section Below)

COMMENTS: ☐ CORRECT EFFECTIVE DATE(s) EFFECTIVE DATE: _____

C. PRIMARY CAREGIVER ☐ CHANGE ☐ ADD FAMILY LOCATION ☐ REMOVE FAMILY LOCATION EFF. DATE: _____

LAST NAME	*FIRST NAME*	ETHNICITY	DOB	LANGUAGE ☐ ENGLISH ☐ SPANISH ☐ OTHER
STREET ADDRESS		*CITY*	STATE	*ZIP CODE*
TELEPHONE NO.		CARETAKER RELATIONSHIP TO CHILDREN:		
OTHER ADULTS IN HOME:	NAME 1:		NAME 3:	
	NAME 2:		NAME 4:	

D. CASE INFORMATION ☐ CHANGE EFF. DATE: _____

CASE LAST NAME	*CASE FIRST NAME*	ETHNICITY	DOB	LANGUAGE ☐ ENGLISH ☐ SPANISH ☐ OTHER
CSW LAST NAME	*CSW FIRST NAME*	CSW FILE NO.		
CSW PHONE NO.	CSW FAX NO.	SPA	*OFFICE*	
SCSW LAST NAME	SCSW FIRST NAME	SCSW PHONE NO.		
CBL LAST NAME	*CBL FIRST NAME*	*CBL PHONE NO.*	CBL FAX NO.	

E. CHILD INFORMATION ☐ CHANGE EFF. DATE: _____

LAST NAME	FIRST NAME	DOB	M/F	OPEN DCFS	REMOVE

EXHIBIT FS-8

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY CENTERED SERVICE REQUEST - SERVICE AUTHORIZATION (PAGE 2 OF 2)

The Safety of A Child is Our First Priority

CASE NAME: _____ **FP NUMBER:** _____ **or STATE ID/SERIAL #:** _____

F. OTHER INFORMATION

GAIN	CALWORKS	WORKER NAME:	PHONE:
☐ YES ☐ NO	☐ YES ☐ NO	START DATE: END DATE:	

REFERRAL BEING MADE TO: ☐ PREVENT PLACEMENT ☐ FACILITATE REUNIFICATION ☐ ADOPTIVE PLACEMENT ☐ COURT ORDERED

REFERRAL INITIATED BY: ☐ ERCP ☐ ER ☐ DI ☐ FM ☐ FR ☐ PP ☐ ADOPT

COURT STATUS: ☐ NONE ☐ PRE-ADJUDICATION ☐ POST-ADJUDICATION ☐ POST-DISPOSITION ☐ LEGAL GUARDIANSHIP ☐ ADOPTION

G. PLEASE DESCRIBE THE PRESENTING PROBLEMS/AREAS OF CONCERN (Comments, Maximum 500 Characters)

H. PLEASE DESCRIBE THE FAMILY STRENGTHS (Comments, Maximum 500 Characters)

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

☐ AUXILIARY FUNDS	☐ TEACHING/DEMONSTRATING HOMEMAKER	☐ EMPLOYMENT TRAINING SERVICES
☐ PARENT SELF-HELP	☐ SUBSTANCE ABUSE TREATMENT	☐ HOUSING
☐ PARENT TRAINING	☐ CHILD CARE	☐ MENTAL HEALTH SERVICES
☐ TRANSPORTATION	☐ DRUG TESTING	☐ EDUCATION
☐ SUBSTITUTE ADULT ROLE-MODEL	☐ MOTEL - EMERGENCY HOUSING	☐ SPECIAL EDUCATION
☐ HEALTH CARE	☐ COUNSELING (OUT OF HOME)	☐ OTHER
☐ INCOME SUPPORT SERVICES	☐ DEVELOPMENTAL SERVICES	

J. ☐ GOALS or ☐ OUTCOMES or ☐ TERMINATION NOTES or ☐ DENIAL REASON (Comments, Maximum 500 Characters)

TERMINATION - Code / Reason for Case Closing (This Code is Used in Section A for a TERMINATION Action)

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

K. SIGNATURES

CSW SIGNATURE	DATE	CBL SIGNATURE	DATE
SCSW SIGNATURE	DATE	ARA SIGNATURE	DATE

EXHIBIT FP-B-1

PRICING SCHEDULE

BASE RATE AND SUPPLEMENTARY SERVICES RATES

Base Rate Services per family (includes in-Home Outreach Counseling Visits, Indirect Costs, Clinical Direction and Multidisciplinary Case Planning)	$ 1,050.00
In-Home Outreach Counseling (Professional with License)	$ 70.00
In-Home Outreach Counseling (MA/MSW under licensed supervision)	$ 60.00
In-Home Outreach Counseling (BA)	$ 50.00
Counseling (to include substance abuse, Domestic Violence, Teen Pregnancy and Anger Management)	$ 60.00
Drug Testing	$ 25.00
Parenting Training/Fatherhood Program	$ 20.00
Child Focused Activities	$ 25.00
Substitute Adult Role Model	$ 20.00
Teaching and Demonstrating Homemaking	$ 35.00
Transportation	$ 35.00
Child Follow-Up Visit	$ 20.00
Emergency Housing	$ 50.00

EXHIBIT FP-1

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH SERVICES

FAMILY PRESERVATION PROGRAM
MENTAL HEALTH SERVICES REFERRAL

1. NAME OF REFERRED INDIVIDUAL (S):	INDICATE ADULT	2. DATE OF BIRTH:	3. SOCIAL SECURITY NO.
A.			
B.			
C.			
D.			

4. STREET ADDRESS: zip code	5. TELEPHONE NUMBER: ( )
	6. LANGUAGE

7. CASE NAME:	8. CASE NUMBER:

9. DCFS/DPO (circle one) CASE WORKER'S NAME	10. TELEPHONE NUMBER: ( )

11. DCFS/DPO (circle one) SUPERVISOR'S NAME	12. TELEPHONE NUMBER: ( )

13. CFPN LEAD AGENCY:	14. TELEPHONE NUMBER: ( )

15. CFPN CONTACT PERSON	16. TELEPHONE NUMBER: ( )

17. REASON FOR REFERRAL: (List symptoms/behaviors. Be as specific as possible.)

18. NAME OF MENTAL SERVICES PROVIDER	19. DATE OF REFERRAL

20. DCFS/DPO SIGNATURE AND DATE	21. CFPN SIGNATURE AND DATE

GAIN/CALWORKS ☐

GSW/EW NAME:

GSW/EW PHONE:

DISTRIBUTION: Original to Mental Services Provider
1st copy to CFPN/Lead Agency
2nd copy CSW

MH 305 Revision 1/7/05

EXHIBIT FP-2

FAMILY PRESERVATION

DEPARTMENT OF MENTAL SERVICES
MONTHLY REFERRAL REPORT

LEAD AGENCY _____ **DATE:(Mo/Yr)** _____

Date referred to Mental Health (and/or MCPC date)	Name of MH Provider	DCFS/Probation Case Name	Check one: DCFS	Check one: Probation	# of adults referred	# of children referred	Primary Language	GAIN Eligible (Y/N)	COMMENTS

Please submit by the 5th Day of each month to DMH Family Preservation Program

MAIL TO: attn: C. Cassett LAC/DMH 4th Floor, 550 So. Vermont., Los Angeles, CA 90020 or

FAX to: Colleen Cassett (213) 639-1361 EMAIL to: ccassett@dmh.co.la.ca.us phone (213) 351-5225

Revised 7/1/05

EXHIBIT FP-3

FAMILY PRESERVATION PROGRAM
REFERRAL/SERVICE AUTHORIZATION

F.P #_____

ENTER/CHECK ALL APPLICABLE INFORMATION (Type or Print)

EFFECTIVE DATE:			**LEAD AGENCY:**				
Minor's Name:				**S.S.N. #:**			
PDJ #:		**Sex:**	**Male Female**	**D.O.B.**		**Age:**	
Ethnicity:				**Primary Language:**			
Parent/Guardian Name:				**S.S.N. #:**			
Address:			**City:**			**Zip:**	
Primary Language:			**Telephone #:**				
Siblings:	**Name:**		**Age:**		**Name:**		**Age:**
	Name:		**Age:**		**Name:**		**Age:**

Start/Term ☐ New ☐ Change ☐ Extend ☐ (Three Months) Restart ☐

Transfer Case ☐ From Agency: To Agency:

Reason:

Services Rate	**Base ☐**	TDT ☐	**Three Months ☐**	**Six Months ☐**

Court Ordered ☐

Assessment of Services Needed/Comments:

DPO Name:		**Caseload #:**	
Telephone #:		**Fax #:**	
Area Office:			
Address:			
SDPO Name:		**Telephone #:**	

DPO Signature:	**Date:**	
SDPO Signature:	**Date:**	
FP Approved:	**Date:**	

****PLEASE ATTACH A COPY OF THE MINOR'S DISPO or PRE PLEA REPORT AND CONDITIONS OF PROBATION**

Form 1324-F.P. Referral *Revised 2-1-05*

EXHIBIT FP-4

COUNTY OF LOS ANGELES

PROBATION DEPARTMENT

FAMILY PRESERVATION ON-SITE CONTACT REPORT

I. IDENTIFICATION:

A. Lead Agency / School Site_____

B. Date of Visit_____

C. Capacity _____

Ethnicity Breakdown: Black____Hisp.____Cauc.____Asian____Other ____

D. Reason for Visit: Record Check ____ Complaint Investigation ____

E. Person Seen (Title) _____

F. Observations: _____

_____

_____

_____

G. Comments: _____

_____

_____

_____

H. Follow Up: _____

_____

_____

_____	_____
Deputy Probation Officer Family Preservation Program	Lead Agency / TDT Representative

EXHIBIT FP-4

	Present	Non-Present	N/A
I. **Confidential Releases**	( )	( )	( )

If not in file why not? _____

Comments_____

J. **Monthly Reports** ( ) ( ) ( )

Summaries clear and concise Yes ( ) No ( )
Reports reflect minor current issues Yes ( ) No ( )

Comments_____

K. **Record of Contacts** ( ) ( ) ( )

Appropriate Case Notes for each contact Yes ( ) No ( )
Notes reflect ongoing contact with clients Yes ( ) No ( )

Comments_____

L. **Mental Health Records** ( ) ( ) ( )

If not in file why not? _____

Comments_____

M. **School Records** ( ) ( ) ( )

If not in file why not? _____

Comments_____

N. **Court Reports/Disposed** ( ) ( ) ( )

If not in file why not?_____

Comments_____

EXHIBIT FP-4

II. AGENCY RECORDS:

Case Name: _____

		Present	Non-Present	N/A
A)	1324	( )	( )	( )
B)	Intake Reports	( )	( )	( )
C)	MCPC / Service Plan	( )	( )	( )
D)	Confidential Releases	( )	( )	( )
E)	Monthly Reports	( )	( )	( )
F)	Record of Contacts	( )	( )	( )
G)	Mental Health Records	( )	( )	( )
H)	School Records	( )	( )	( )
I)	Court Report / Disposition	( )	( )	( )

Case Name: _____

		Present	Non-Present	N/A
A)	1324	( )	( )	( )
B)	Intake Reports	( )	( )	( )
C)	MCPC / Service Plan	( )	( )	( )
D)	Confidential Releases	( )	( )	( )
E)	Monthly Reports	( )	( )	( )
F)	Record of Contacts	( )	( )	( )
G)	Mental Health Records	( )	( )	( )
H)	School Records	( )	( )	( )
I)	Court Report / Disposition	( )	( )	( )

Case Name: _____

		Present	Non-Present	N/A
A)	1324	( )	( )	( )
B)	Intake Reports	( )	( )	( )
C)	MCPC / Service Plan	( )	( )	( )
D)	Confidential Releases	( )	( )	( )
E)	Monthly Reports	( )	( )	( )
F)	Record of Contacts	( )	( )	( )
G)	Mental Health Records	( )	( )	( )
H)	School Records	( )	( )	( )
I)	Court Report / Disposition	( )	( )	( )

FPPRO1 (1/97)

EXHIBIT FP-5

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
FAMILY PRESERVATION PROGRAM AUXILIARY FUND AUTHORIZATION

Enter/Check All Applicable Information (Please Type or Print)

1. Minor's Name: _____ 2. PDJ Number: _____

2. Parent/Guardian: _____ 4. Phone Number: (___) ____-_____

5. FPP Original Start Date: ____/___/___ 6. Auxiliary Fund Eff. Date; ___/___/___

7. DPO Name: _____ 8. Area Office & Unit: _____

9. DPO Phone: (_____) _____-_____ 10. DPO FAX: (____) _____-_____

11. Lead Agency: _____ 12. Agency Phone: (___) ____-_____

13. Item Requested:	Amount	Vendor/Payee Name
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

14. Vendor Contact Person & Delivery Address (Inc. City & State):

_____

(_____) _____-_____

15. Indicate specifically how the auxiliary funds will help the minor avoid being placed out of the home.

_____

_____

16. What other resources were explored?

_____

_____

17. F.P. DPO Signature: _____ Date: _____

18. FP SDPO Signature: _____ Date: _____

EXHIBIT FP-5

For Procurement Section Use Only:

19. Purchase Order Number: _____ 20. Vendor Payee Name:_____

21. Items Ordered:

---

22. Approved By _____ Date _____

For Finance Section Use Only:

23. Check Number	Amount	Vendor/Payee Name:
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

24. Disbursement Approved By: _____ Date: _____

25. Check Prepared By: _____ Date: _____

26. Received By: _____ Date: _____

EXHIBIT FP-6

AUXILIARY FUND PROCEDURES

CONTRACTOR will use the following procedures for DCFS authorized purchases to be reimbursed with auxiliary funds. Items and services, which may be purchased as reimbursable items, include Deaf Services, bedding, clothing, dishes, temporary emergency housing (e.g., motel fees) and other items, approved by DCFS. Purchases that shall be procured directly by the COUNTY and will not be authorized for CONTRACTOR reimbursement include, but are not limited to: beds, mattresses, stoves, refrigerators, washers, dryers, sofa-beds, cribs, dinette sets, chest of drawers, moving costs, rental payments, and security deposits. For these purchases, CONTRACTOR shall provide the CSW with the required documentation as further described in Sections B and C below:

A. AUXILIARY SERVICES VIA LEAD AGENCY REIMBURSEMENT

1. After the need for auxiliary services has been discussed and agreed upon in the MCPC meeting or staffing, the CONTRACTOR shall provide written documentation of their agreement of the services/items to be purchased to the CSW/DPO and maintain a copy in the CONTRACTOR'S case file. If the need was discussed at an MCPC meeting, the written documentation should be attached to the approved MCPC service plan. The written documentation shall include:

    a. How the purchased will promote the safety, health, and placement prevention and/or safe reunification of the child, and how it relates to the MCPC service plan goals;

    b. What other resources were explored to avoid use of auxiliary funds;

    c. Why the purchase is needed immediately.

2. Upon DCFS approval, the DCFS Community Development Coordinator (CDC) shall provide the CONTRACTOR a copy of the fully authorized DCFS 800-1 (refer to attachment), allowing the issuance of auxiliary funds for reimbursement to the CONTRACTOR for the purchase. The original of the DCFS 800-1 shall be forwarded to the DCFS Finance Section by the (CDC). The CONTRACTOR <u>shall not</u> make any purchase for auxiliary fund reimbursement prior to receiving the authorized DCFS 800-1 form.

3. If, when the purchase is to be made, it is determined that the actual cost of the agreed upon item(s) or service(s) will exceed the approved cost by more than 10%, CONTRACTOR shall, before the purchase is made, obtain from the (CDC) modification of the amount on a copy of the previously authorized DCFS 800-1. The modified DCFS 800-1 must be

initialed by the Regional Administrator (R/A)/Assistant Regional Administrator (ARA) approving the additional amount. The modified DCFS 800-1 with the original initials shall be forwarded to the Finance Section by the CDC.

4. CONTRACTOR shall prepare a check made payable to the vendor for the authorized amount of the item(s) or service(s) identified on the DCFS 800-1. CONTRACTOR shall retain original receipts for all purchases.

5. To obtain reimbursement for authorized auxiliary fund purchases, CONTRACTOR cashier shall on the fifteenth and the last day of the month complete the Expense Claim for LEAD Agency Auxiliary Fund Reimbursement form (refer to attachment), attach the original receipt(s), a copy of the authorizing DCFS 800-1 and forward these documents to the Executive Director or designee for approval and signature. The Executive Director or designee (i.e., staff person other than the cashier) shall mail the approved claim and supporting documents according to the instructions below

6. CONTRACTOR shall place in a sealed envelope the completed original expense claim, a copy of the DCFS 800-1 with authorizing signatures, the original receipt(s) and forward them to: Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, CA 90020, Attention: Accounting Section, Family Preservation Payment Unit. CONTRACTOR shall photocopy all documentation for their files.

7. COUNTY shall attempt to process all complete requests for CONTRACTOR Auxiliary Fund Reimbursement within 15 business days from the date the approved request is received in the Finance Section.

8. In the event the original receipts and documentation are lost in transmission to the Finance Section, the CONTRACTOR may submit a memo signed by the Executive Director specifying the reason(s) for not submitting original receipts and copy of all documentation and receipts form their files, to facilitate reimbursement.

B. AUXILIARY SERVICES VIA DCFS CHECK ISSUANCE

1. After the need for auxiliary services has been discussed and agreed upon in the MCPC meeting or staffing, the CONTRACTOR shall provide written documentation of their agreement of the services/items to be purchased to the CSW and maintain a copy in the CFPN case file. If the need was discussed at an MCPC meeting, the written documentation should be attached to the approved MCPC service plan. The written documentation shall include information described in Section A.1.a., b., and c. above.

2. CONTRACTOR shall receive a copy of the DCFS 800-1 subsequent to DCFS approval. If the DCFS 800-1 authorizes payment of rent or security deposit, CONTRACTOR shall obtain and submit to the CSW written documentation of the following:

   a. Client's ability to pay the ongoing rent amount;

   b. Copy of the original rental agreement signed by the client and the properly owner or authorized agent; and

   c. The original "Return of Security and Rental Deposit Agreement" signed by the client and the property owner or authorized agent.

3. COUNTY shall issue/make check payable to the vendor for the authorized amount and shall be responsible for resolving any discrepancies with the vendor. CONTRACTOR shall assist COUNTY in resolving any such disputes upon request by COUNTY.

C. AUXILIARY SERVICES VIA PURCHASE ORDER

1. After the need for auxiliary services has been discussed and agreed upon in the MCPC meeting or staffing, the CONTRACTOR shall provide written documentation (i.e., MCPC service plan) of their agreement of the services/items to be purchased to the CSW and maintain a copy in the CFPN case file. The written documentation shall include information described in Section A. 1.a., b. and c. above.

2. COUNTY shall issue purchase order to the vendor for the authorized amount and shall be responsible for resolving any discrepancies with the vendor. CONTRACTOR shall assist COUNTY in resolving any such disputes upon request by COUNTY.

3. CONTRACTOR shall verify existence of items and/or provision of services and immediately notify CSW of any discrepancies between items/services approved and items/services received.

EXHIBIT FP-6

COUNTY LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY PRESERVATION AUXILIARY FUND AUTHORIZATION

A. CASE INFORMATION (PRINT INFORMATION IN THE BLANK SPACES PROVIDED)

CWS/CMS CASE NUMBER:

CASE NAME: LAST FIRST INITIAL

ORIGINAL START DATE:

CASE NUMBER (STATE ID / SERIAL#) : PROJECTED END DATE: REQUEST DATE:

CSW NAME: LAST FIRST CSW FILE NO:

CSW PHONE: ( ) - CSW FAX: ( ) -

SPA: (circle one) 1 2 3 4 5 6 7 8 ADOPTIONS SPECIALIZED PROGRAMS (Black Family, Latino Family, Asian Pacific, American Indian)

OFFICE:

REFERRAL AGENCY: REFERRAL AGENCY PHONE NO.: ( ) -

B. AUXILIARY FUND REQUEST (MARK THE APPROPRIATE BOX): A ☐ CHECK B ☐ PURCHASE ORDER / VOUCHER

QTY	ITEM TO BE PURCHASED:	A	B	AMOUNT:	VENDOR/PAYEE NAME:

For Official Use by Accounting Division **O.K. TO PROCESS: Initial_____ Date: _____ Note: _____**

PURCHASE ORDER DELIVERY ADDRESS:

STREET

CITY STATE ZIP -

RECIPIENT CONTACT PERSON (For Purchase Order Only):

FIRST NAME: **LAST NAME:** **PHONE:** ( ) -

IF A CHECK IS REQUESTED, INDICATE SPECIFICALLY HOW THE MONEY WILL HELP THE CHILD(REN) AVOID BEING PLACED IN FOSTER CARE OR FACILITATE REUNIFICATION. (EXAMPLE: FAMILY DOES NOT HAVE FOOD TO FEED CHILDREN BECAUSE CHECK HAS NOT ARRIVED. PROVIDING MOTHER WITH MONEY FOR FOOD WILL HELP CAREGIVER FEED CHILDREN UNTIL HIS/HER CHECK ARRIVES.) - OR - IF THIS IS A PURCHASE ORDER REQUEST, INDICATE THE REASON/ NECESSITY FOR ITEMS TO BE PURCHASED:

WHY IS THE MONEY NEEDED IMMEDIATELY?:

C. AGENCY SIGNATURE

PROGRAM MANAGER/CLINICAL DIRECTOR	DATE

D. DCFS SIGNATURES

CSW SIGNATURE	DATE
SCSW SIGNATURE	DATE
CDC SIGNATURE	DATE
ARA/RA SIGNATURE	DATE
DEPUTY/PROGRAM DIRECTOR SIGNATURE	DATE

DCFS 800-1 (1/05)

EXHIBIT FP-7

EXPENSE CLAIM FOR LEAD AGENCY AUXILIARY FUND REIMBURSEMENT

☐ **1. Auxiliary Fund** ☐ **2. Deaf Interpretive Services**

Lead Agency Name
Lead Agency Address:

Date of Claim:
Claim Period:

Date	Case Number	Vendor/Payee	Check Number	Amount	
			TOTAL CLAIMED		

I certify the above expenses were necessary and incurred In the performance of Agency's contractual responsibilities.

Approved by:

Cashier's Name

Print Name of Exec./Prog. Director

Cashier's Signature **Date**

Signature/Title **Date**

Attachments:
Original Receipts

Phone Number

Revised 7/1/05

EXHIBIT FP-8a

COUNTY OF LOS ANGELES · DEPARTMENT OF CHILDREN AND FAMILY SERVICES

ALTERNATIVE RESPONSE (ARS)

SERVICE AGREEMENT

1. CASE NAME	2. CASE NUMBER
3. PARENT'S/GUARDIAN'S NAMES (if different than Case Name)	4. ARS REFERRAL DATE
5. DATE OF ARS SERVICE PLAN MEETING	6. PROJECTED ARS COMPLETION DATE
7. SERVICE AGREEMENT STATEMENT Those present agreed to work together toward achieving the goals identified in the case/service plan. Additionally, the community Family Preservation Network (CFPN) has agreed to provide the CSW with a written report(s) each month regarding services that were provided and the family's progress.	
8. SIGNATURE OF PARENT(S)/GUARDIAN(S) _____	_____
9. CSW'S SIGNATURE _____	10. CFPN'S SIGNATURE (LEAD AGENCY) _____

76F104T DCFS801 (7/1/05) **SPANISH VERSION ON REVERSE**

DISTRIBUTION: Original to Referral file (Additional Services Documentation folder)
Copy to CFPN/MCPC
Copy to Parent/Guardian

EXHIBIT FP-8a

CONDADO DE LOS ANGELES · DEPARTMENTO DE SERVICIOS PARA NIÑOS

RESPUESTA ALTERNATIVA (ARS)
CONVENIO PARA SERVICIOS

1. NOMBRE DEL CASO	2. NÚMERO DEL CASO
3. NOMBRE DE PADRE(S) / MADRE(S) O GUARDIANES (Si es diferente al Nombre del Caso)	4. FECHA DE REFERENCIA AL APSS
5. FECHA DE JUNTA MCPC	6. FECHA ESPERADA PARA COMPLETAR EL APSS
9. DECLARACIÓN DE CONVENIO PARA SERVICIOS Las personas presentes estuvierón de acuerdo en coordinar sus esfuerzos para lograr los objetivos identificados en el plan de casos/servicios. Además, el Grupo de Preservación Familiar en la Comunidad (CFPN) está de acuerdo proveerle mensualmente al Trabajador Social para Niños un o unos reportes por escrito referente a los servicios que fueron proporcionados y el progreso de la familia.	
10. FIRMA DE PADRE(S) / MADRE(S) O GUARDIANES _____	_____
9. FIRMA DEL TRABAJADOR SOCIAL (CSW) _____	10. FIRMA DEL CFPN (AGENCIA PRINICPAL) _____

DISTRIBUTION: Original to Case file (Additional Services Documentation folder)
Copy to CFPN/MCPC
Copt to Parent/Guardian

EXHIBIT FP-8b

COUNTY OF LOS ANGELES · DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY PRESERVATION PROGRAM (FP)

SERVICE AGREEMENT

1. CASE NAME	2. CASE NUMBER
3. PARENT'S/GUARDIAN'S NAMES (if different than Case Name)	4. FP REFERRAL DATE
5. DATE OF MCPC MEETING	6. PROJECTED FP COMPLETION DATE

7. SERVICE AGREEMENT STATEMENT

At the Multidisciplinary Case Planning Committee (MCPC) meeting, the attached assessment, case/service plan and time frames were agreed upon by the MCPC, the family and the Department of Children and Family Services (DCFS) Children's Social Worker (CSW).

Those present agreed to work together toward achieving the goals identified in the case/service plan. Additionally, the community Family Preservation Network (CFPN) has agreed to provide the CSW with a written report(s) each month regarding services that were provided and the family's progress.

Lastly, it is understood by the members of the MCPC, that DCFS and the CSW, by law, are responsible for the safety of the child(ren) and as case manager, retain the ultimate responsibility for the development, content and implementation of the family's case/service plan.

8. SIGNATURE OF PARENT(S)/GUARDIAN(S)

_____ _____

9. CSW'S SIGNATURE	10. CFPN'S SIGNATURE (LEAD AGENCY)
_____	_____

76F104T DCFS801 (7/1/05) **SPANISH VERSION ON REVERSE**

DISTRIBUTION: Original to Case file (Additional Services Documentation folder)
Copy to CFPN/MCPC
Copy to Parent/Guardian

EXHIBIT FP-8b

CONDADO DE LOS ANGELES · DEPARTMENTO DE SERVICIOS PARA NIÑOS

PROGRAMA DE PRESERVACIÓN FAMILIAR (FP)
CONVENIO PARA SERVICIOS

1. NOMBRE DEL CASO	2. NÚMERO DEL CASO
3. NOMBRE DE PADRE(S) / MADRE(S) O GUARDIANES (Si es diferente al Nombre del Caso)	4. FECHA DE REFERENCIA AL FP
5. FECHA DE JUNTA MCPC	6. FECHA ESPERADA PARA COMPLETAR EL FP

9. DECLARACIÓN DE CONVENIO PARA SERVICIOS

Durante la junta del Comité Multidisciplinario en la cual se formularon los planes para los casos/servicios (MCPC), tanto el MCPC, la familia y el Trabajador Social para Niños (CSW) represente del Departmento de Servicios para Niños y Familias (DCFS), estuvierón de acuerdo con la evaluación apegada y el término para completarse.

Las personas presentes estuvierón de acuerdo en coordinar sus esfuerzos para lograr los objetivos identificados en el plan de casos/servicios. Además, el Grupo de Preservación Familiar en la Comunidad (CFPN) está de acuerdo proveerle mensualmente al Trabajador Social para Niños un o unos reportes por escrito referente a los servicios que fueron proporcionados y el progreso de la familia.

Finalmente, los miembros del MCPC por ímplicito consideran que el Departamento de Servicios para Niños y Familias (DCFS) y el Trabajador Social para Niños (CSW) legalmente son responsables por la seguridad de niños y cómo director del caso, reserva la responsabilidad final para el desarrollo, contenido y la ejecución del plan del caso/servicio para la familia.

10. FIRMA DE PADRE(S) / MADRE(S) O GUARDIANES

_____ _____

9. FIRMA DEL TRABAJADOR SOCIAL (CSW)	10. FIRMA DEL CFPN (AGENCIA PRINICPAL)
_____	_____

DISTRIBUTION: Original to Case file (Additional Services Documentation folder)
Copy to CFPN/MCPC
Copt to Parent/Guardian

FAMILY PRESERVATION
MULTIDISCIPLINARY CASE PLANNING COMMITTEE (MCPC)
CONFIDENTIALITY DECLARATION

1. CASE NAME **2. CASE NUMBER**

3. CONFIDENTIALITY DECLARATION

As a member of the Family Preservation Multidisciplinary Case Planning Committee (MCFC), I understand that I am not permitted to share case identifying information, including, but not limited to, children's names, family members' names, addresses and telephone numbers regarding the above refernced, family with anyone who does not fall within the definition of a "Multidisciplinary Personnel Team Member as defined by Welfare and Institutions Code (WIC) Sections 18951 and 18961.

I agree to comply with the confidentiality policy described above and will not use identifying information in any publication, nor will I share this information outside of the agencies represented on the MCPC. Further, I declare that I am aware of the WIC and Penal Code Sections relating to confidentiality, and I understand that any violations thereof constitute a criminal offense.

4. SIGNATURES OF MCPC MEMBERS

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

Revised 1/25/05

FAMILY PRESERVATION MCPC CONFIDENTIALITY DECLARATION

We the undersigned fully understand and agree to abide by MCPC Plan as outlined above

Caregiver Signature	Date
Caregiver Signature	Date
DCFS CSW Signature	Date
In-Home Counselor /Signature	Date
Lead Agency Representative Signature	Date
Name/Agency/Title	Date
Name/Agency/Title	Date
Name/Agency/Title	Date

Revised 1/25/05

EXHIBIT FP-10

M.C.P.C. SERVICE PLAN

MCPC Date: ____ / ____ / ____ Next Court Date: ____ / ____ / ____

Case Name: _____ Case #: _____

Level: Base Rate_____ Supplementary Services_____ (Please check one)
Day Treatment _____

CSW/PO: _____ In-Home Family Support Specialist/Worker: _____

MCPC Committee Members Present: _____ _____

_____ _____

_____ _____

PRESENTING PROBLEM: _____

_____

_____

_____

_____

_____

_____

TREATMENT GOAL:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

EXHIBIT FP-10

M.C.P.C. SERVICE PLAN

Services Provided (Check all that apply)	Critical Services	Service Recipient	Service Provider (Contact person)	Time Frame Start Mo./Yr. ___/___	Time Frame Stop Mo./yr. ____/____
☐ Employment/ Training	_____	_____	_____	___/___	___/___
☐ Health Care	_____	_____	_____	___/___	___/___
☐ Housing	_____	_____	_____	___/___	___/___
☐ Income Support Services	_____	_____	_____	___/___	___/___
☐ In-Home Counseling	_____	_____	_____	___/___	___/___
☐ Mental Health Services	_____	_____	_____	___/___	___/___
☐ Parenting Training	_____	_____	_____	___/___	___/___
☐ Physical/ Developmental Services	_____	_____	_____	___/___	___/___
☐ Respite Care	_____	_____	_____	___/___	___/___
☐ Special Education	_____	_____	_____	___/___	___/___
☐ Substance Abuse Treatment	_____	_____	_____	___/___	___/___
☐ Substitute Role Model	_____	_____	_____	___/___	___/___

EXHIBIT FP-10

M.C.P.C. SERVICE PLAN

☐ Teaching/ Demonstrating	_____	_____	_____	___/___ ___/___
☐ Transportation	_____	_____	_____	___/___ ___/___
☐ Auxiliary Services	_____	_____	_____	___/___ ___/___

Revised 1/25/05

EXHIBIT FP-11

MCPC SERVICE PLAN AGREEMENT

MCPC # : Initial 2 3 4 5 6 7 8 9			
MCPC Date:	Agency	In-Home Counselor:	Phone:
Case Name:		CSW/DPO	Phone:
DCFS Case Number:			

Family Members Included in this Service Plan

1. (Mother)	6.
2. (Father)	7.
3.	8.
4.	9.
5.	10.

Treatment Goals:	
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

SERVICES TO BE PROVIDED: **(Complete all fields, answer "NA" for those services not required at this time)**

A. CORE SERVICES

Service	Family Member(s) to Receive Service	Frequency per Month	Services Provider
In-Home Counseling			
Child Focused Activities			
Counseling			
Parenting			
Substitute Adult Role Model			
Teaching and Demonstrating			
Child Focused Activities			
Therapeutic Day Treatment (Probation)			
Transportation			

EXHIBIT FP-11

B. LINKAGE SERVICES

Service	Family Member(s) to Receive Service	Frequency per Month	Services Provider
Child Care			
Educational Services			
Employment/Training Services			
Health Care Services			
Housing			
Income Support Services			
Mental Health Services			
Alcohol & Substance Abuse Treatment Srvs.			
Physical & Developmental Services			
Special Education			

C. OTHER SERVICES

Service	Family Member(s) to Receive Service	Frequency per Month	Services Provider

Auxiliary Funds (List services and/or items which have been identified as needed in order for family to remain safely intact)

Family Strengths

Comments:
Date of Next MCPC (Within 75 days):

EXHIBIT FP-12

MONTHLY PROGRESS REPORT

Reporting/Service Month: _____ Case #: _____

Case Name: _____ Front End: *Yes or No*: _____

Referral Date: Expected Date of Termination:

Agency In Home Counselor/Family Case Manager:

Last _____ First _____ Phone # _____

Region/Office: Fax #: _____

☐ Children Social Worker ☐ Probation Officer Phone #: _____

Last First

SCSW/SCPO Fax #: _____

Phone#: _____

Last First

Family Members

Adults: ☐ Father (BF) ☐ Mother (BM) ☐ Caregiver (CG) _____

Minors: ☐ _____ (M1) ☐ _____ (M2) ☐ _____ (M3)

☐ _____ (M4) ☐ _____ (M5) ☐ _____ (M6)

Others: ☐ (O1) ☐ (O2) ☐ (O3)

Number of Base visits: ☐ **TDT** ***(Probation only)***

Face to Face Contact

Family Members	Type of Contact**	Dates Seen

***** IHV=In-Home Visit MM= MCPC Mtg. CFU=Child Follow-Up FTF=Face-To-Face Contact (outside of home)***

Father (BF) Mother (BM) Caregiver (CG)

EXHIBIT FP-12

PRESENTING PROBLEM:

SERVICE PLAN GOALS

SERVICES				
Base Rate	**Recommended**	**Actual**	**Agency**	**Level of Participation**
In-Home Outreach Counseling: License Level Master Level BA Level				

***PLEASE NOTE UNDER EACH SUPPLEMENTAL SERVICE IS A BLANK LINE TO INSERT NOTES ON SPECIFIC SERVICE (I.E. INDIVIDUAL, CON-JOINT, FAMILY THERAPY), AND FOCUS OF TREATMENT.**

Supplemental Services	**Recommended**	**Actual**	**Agency**	**Level of Participation**
Counseling: (SA, AM, O)				
Substance Abuse **(SA)**				
Anger Management **(AM)**				
Other **(O)**				
Drug Testing				
Parent Training				
Teaching and Demonstration				
Transportation				
Child Follow-up Visit				

Supplemental Services - Continued	**Recommended**	**Actual**	**Agency**	**Level of Participation**
Child Focused Activities				
Substitute Adult Role Model				
Emergency Housing				

EXHIBIT FP-12

Other:				

Supplemental Services Codes: SA-Substance Abuse, AM- Anger Management, O-Other*

Linkage Services	***Recommended***	***Actual***	***Level of Participation .***	***Linkage Services***	***Recommended***	***Actual***	***Level of Participation***
AUX- Auxiliary Funds				MC-Medical Care			
Partnership for Families (PFFP				Special Educ. Srv.			
Physical & Dvlpmnt.. Services				Employmnt.Train. Srv.			
Self-Help/Family Support Grp.				Health Care			
PSSF Services				Edu-Educational			
Dms Mental Health Services				HS-Healthy Start			
HOU- Housing				IS-Income Support			
CC-Child Care							
RC-Regional Center							

Level of Participation Codes: *AP-Adequate Participation MP-Marginal Participation IP-Inadequate Participation NP-No Participation*

1. **List MCPC/Service Plan Goals** *(discuss progress, family's level of participation and effectiveness of services being provided)*

2. **Child Safety Issues (Risk Assessments)**

EXHIBIT FP-12

3. **Challenges to Goals (s) Achievement and Intervention (discuss factors hindering goal attainment or progress, any barriers to service provision, family's level of participation by client and other related issues)**

4. **Recommendation**

In Home Counselor/Family Case Manager's Signature _____ Date _____

Clinical Director _____ Date _____

Distribution:
Original-File Copy to-CSW/PO
Copy to-F/P Administrative Coordinator

EXHIBIT FP-13

EXCUSED ABSENCE APPROVAL CONFIRMATION

DATE _____

TO: CSW _____ FAX _____

SCSW _____ SPA _____

FROM: Program Director _____
Family Preservation Program

Telephone # _____ Fax # _____

RE: CASE NAME _____

CASE # _____

The following individuals have asked to be excused from In-home Counseling sessions:

1. _____ 2. _____ 3._____

4. _____ 5. _____ 6. _____

The date of the absence is from _____ to _____

The date(s) of sessions that will be missed are _____

The reason for this absence is: _____

This absence has been discussed with _____ (CSW) and _____

_____ (Contractor) on _____ (date) in person or by telephone.

County representative agrees to the excused absence(s) as noted above.

Reviewed and approved

Signature: _____ Date: _____
Program Director

Signature: _____ Date: _____
SCSW

Instructions:
In-home Counselors will complete this form and obtain the Program Director's Signature. FAX the form to CSW. The form should be placed in the case file.

CSW – Review the faxed form, obtain the SCSW approval signature and CDC or SCSW if more than two visits will be missed. FAX the completed form back to Community Family Preservation Network.
Signature: _____ Date: _____
Program Director

EXHIBIT FP-14

Date_____

FAMILY PRESERVATION
FIRST UNEXCUSED
ABSENCE ALERT

Case Name_____
St#_____

DATE:_____

TO: RA _____ FAX ( ) _____

To Be Distributed To ARA for CSW
Region/Office _____

FROM: CFPN In-Home Counselor _____
CFPN Name _____
Telephone # ( ) _____

A. Circumstance:

____Parent(s)/Legal Guardian(s) ___Child(ren) Was Absent For A Scheduled Visit

B. Notification:

This is to notify you that I attempted to contact family member(s) on the

_____
Date

However, (s)he was not at the following address:

_____

C. ____ Reason for Concern (or) _____ Subsequent Contact Made
_____ Yes___No__

_____

D. Joint CSW/CFPN Staffing Conference Decision:

_____

_____

E. Instructions:

Telephone Staffing Attempt On _____ and _____

Complete Form: Fax To SCSW *Insert Form In CFPN Service Folder*

EXHIBIT FP-14

Date_____

FAMILY PRESERVATION SECOND UNEXCUSED ABSENCE ALERT

Case Name_____

St#_____

DATE:_____

TO: RA _____ FAX ( ) _____

To Be Distributed To ARA for CSW Region/Office _____

FROM: CFPN In-Home Counselor _____
CFPN Name _____
Telephone # ( ) _____

F. Circumstance:

____Parent(s)/Legal Guardian(s) ___Child(ren) Was Absent For A Scheduled Visit

G. Notification:

This is to notify you that I attempted to contact family member(s) on the _____
Date

However, (s)he was not at the following address:
_____

H. ____ Reason for Concern (or) _____ Subsequent Contact Made
_____ Yes___No__

_____

I. Joint CSW/CFPN Staffing Conference Decision:

_____

_____

J. Instructions:

Telephone Staffing Attempt On _____ and _____

Complete Form: Fax To SCSW *Insert Form In CFPN Service Folder*

EXHIBIT FP-15

Family Preservation Technical Review Check List
Bi-Annual

Community Family Preservation Network -- Agency _____

Date: _____

- ☐ DCFS Weekly Case Count
- ☐ Probation Weekly Case Count
- ☐ Accounting & Payroll Records
  - ☐ Canceled Checks
- ☐ Monthly Expenditure
- ☐ Fiscal Expenditure Report
  - ☐ Carry Over Funds (H-10)
- ☐ Research Evaluation
- ☐ Subcontract Agreement
- ☐ Subcontract Approval Letter
- ☐ Insurance - Contractor
- ☐ Insurance - Subcontractor
- ☐ Cost Allocation Plans
- ☐ Separate Cost Center
- ☐ After Care Receipts
- ☐ I.9
- ☐ Personnel File
  - ☐ Criminal Clearances
  - ☐ Educational Waivers
  - ☐ I.D. Badges
  - ☐ Clinical Licensure
    - ☐ Supervision Documentation
- ☐ List of Tagged Equipment
- ☐ Updated Fixed Assets List
- ☐ Current List Comm. Advisory
  - ☐ Sign-In sheets
  - ☐ Minutes
- ☐ Outstanding DCFS 800's
- ☐ Review of Progress Notes
  - ☐ Monthly Report
  - ☐ Goal Specifics
  - ☐ Client Progress/Participation
- ☐ Review MCPC Service Plan
  - ☐ Bill of Rights
  - ☐ Mental health Referrals
- ☐ Emergency Telephone Numbers
- ☐ Sign-In Sheets/Program
- ☐ Archives Data Entry

Notes

Updated: 4/01/04

EXHIBIT FP-15

Family Preservation
Techincal Review Check List
Bi-Annual

CFPN Agency: _____

Date: _____

Present at Technical Review:

1. _____

2. _____

3. _____

4. _____

FP/ARS Case Referral Review

Presenting Problem:

- Goals

- Services

Updated: 1/24/05

EXHIBIT FP-16

1. Intake : Case Identification

Family ID*

Lead Agency #*

Date of Referral*

SPA #

Family Zip Code*

Referral Agency*
- ☐ DCFS
- ☐ Probation

DCFS Office

Probation Office

DCFS Referral Code (check one)
- ☐ Adoption
- ☐ FM (Court Ordered)
- ☐ Voluntary FM
- ☐ DI
- ☐ FR (Court Ordered)
- ☐ ER
- ☐ N/A
- ☐ ER/FE
- ☐ ERCP
- ☐ PP
- ☐ Prob.
- ☐ Other
- ☐ AR

Probation Code (check one)
- ☐ GAP
- ☐ PL
- ☐ GANG
- ☐ OPS/SCHOOL
- ☐ RS
- ☐ Other
- ☐ N/A

Reasons for Referral* (check all that apply)
- ☐ Physical Abuse →(Perpetrator in home? ☐ Yes ☐ No)
- ☐ Emotional Abuse →(Perpetrator in home? ☐ Yes ☐ No)
- ☐ Sexual Abuse →(Perpetrator in home? ☐ Yes ☐ No)
- ☐ Substance Abuse →(Perpetrator in home? ☐ Yes ☐ No)
- ☐ Severe Neglect
- ☐ Caregiver Absence/Incapacity
- ☐ General Neglect
- ☐ Conditions of Probation
- ☐ Other Substantial Risk

Case closed within 45 days? ☐ Yes ☐ No
(If yes, complete Sections 2 & 3 and go to Closing Summary)

==========

2. Intake : Service Provider Information

In-Home Counselor:

Race/Ethnicity*
- ☐ African-American
- ☐ Asian/Pacific Islander
- ☐ Caucasian
- ☐ Latino
- ☐ Native American
- ☐ Multi-racial/ethnic
- ☐ Other _____
- ☐ Unknown

Education*
- ☐ Licensed PhD
- ☐ Licensed MSW
- ☐ Licensed MFT
- ☐ Unlicensed MSW
- ☐ Unlicensed MA
- ☐ BSW
- ☐ BA/BS
- ☐ Other

Language*
- ☐ English
- ☐ Spanish Only
- ☐ Spanish/Bilingual
- ☐ Other _____

Gender*
- ☐ Female
- ☐ Male

==========

3. Intake : Family Information

Number of Primary Caregivers In Home: * ____
Number of Other Adults In The Home: * ____
Number of Children In The Home: * ____
Number of Children In Out-of-Home Placement: * ____
Number of Children with Open DCFS Case: * ____
Number of Children with Open Probation Case: * ____

Primary Caregiver Marital Status: *

- Married
- Divorced/Separated
- Cohabitating
- Widowed
- Single-Never Married
- Unknown
- N/A

Monthly Family Income: *

- Less than $1,000
- $3,000-$3,499
- $1,000 -$1,499
- $3,500-$3,999
- $1,500-$1,999
- $4000 & more
- $2,000-$2,499
- Variable
- $2,500-$2,999
- N/A

4. Intake : Primary Caregiver Information

Family ID*

Date of Referral*

Primary Caregiver 1:

Date of Birth*

Gender *

- Female
- Male

Language*

- English
- Spanish Only
- Spanish/Bilingual
- Other _____

Relationship: *
(check all that apply)

- Mother
- Father
- Grandmother
- Grandfather
- Step Parent
- Other Kin
- Foster Parent
- Other Caregiver

Race/Ethnicity: *

- African-American
- Asian/Pacific Islander
- Caucasian
- Latino
- Native American
- Multi-racial/ethnic
- Other _____
- Unknown

Education: *

- No formal schooling
- 6th grade or less
- 7-12th grade, no graduation
- High school graduate/GED
- Vocational School
- Some college
- College Graduate
- Post Grad work

Source of Income: *
(check all that apply)

- Public Assistance
- GAIN
- Cal Works
- TANF
- Disability
- Retirement
- Employment
- Family/Relatives
- Other Income Source: _____

Prior History: Problems
(check all that apply)

- Substance Abuse
- Domestic Abuse
- Childhood Abuse
- Criminal Involvement
- Emotional Disorder
- Other: _____

Prior History: Service
(check all that apply)

- Substance Abuse Treatment
- Mental Health Treatment
- Other Individual Counseling
- Other Family Counseling
- Probation/Parole Services
- Family Preservation Services
- Other: _____

Primary Caregiver 2:

Date of Birth*

Gender *

- Female
- Male

Language*

- English
- Spanish Only
- Spanish/Bilingual
- Other _____

Relationship: *
(check all that apply)

- Mother
- Father
- Grandmother
- Grandfather
- Other Kin
- Foster Parent

Race/Ethnicity: *

- African-American
- Asian/Pacific Islander
- Caucasian
- Latino
- Native American
- Multi-racial/ethnic
- Other _____

Education: *

- No formal schooling
- 6th grade or less
- 7-12th grade, no graduation
- High school graduate/GED
- Vocational School
- Some college
- College Graduate

ˆ Step Parent
ˆ Other Caregiver

Source of Income: *
(check all that apply)
ˆ Public Assistance
ˆ GAIN
ˆ Cal Works
ˆ TANF
ˆ Disability
ˆ Retirement
ˆ Employment
ˆ Family/Relatives
ˆ Other Income Source: _____

ˆ Unknown

Prior History: Problems
(check all that apply)
ˆ Substance Abuse
ˆ Domestic Abuse
ˆ Childhood Abuse
ˆ Criminal Involvement
ˆ Emotional Disorder
ˆ Other: _____

ˆ Post Grad work

Prior History: Service
(check all that apply)
ˆ Substance Abuse Treatment
ˆ Mental Health Treatment
ˆ Other Individual Counseling
ˆ Other Family Counseling
ˆ Probation/Parole Services
ˆ Family Preservation Services
ˆ Other: _____

5. Child Intake Information (complete for each child 17 and under)

(OPTIONAL IF CHILD UNDER 18 MONTHS)

Family ID* [ ] Child Identifier [ ] Date of Referral* [ ] Date of Birth* [ ]

Gender: *
ˆ Female
ˆ Male

Language: *
ˆ English
ˆ Spanish Only
ˆ Spanish/Bilingual
ˆ Other _____

Race/Ethnicity: *
ˆ African-American
ˆ Asian/Pacific Islander
ˆ Caucasian
ˆ Latino
ˆ Native American
ˆ Multi-racial/ethnic
ˆ Other _____
ˆ Unknown

School Information: *
ˆ Regular Education Status
ˆ Special Education Status
ˆ Gifted
ˆ Alternative School
ˆ Home school
ˆ N/A

Attendance: *
ˆ Attending—regular
ˆ Attending—irregular
ˆ Not attending—too young
ˆ Not attending-- other reason
_____
ˆ N/A

Grade in School: *
ˆ Preschool
ˆ Kindergarten
ˆ 1st grade
ˆ 2nd grade
ˆ 3rd grade
ˆ 4th grade
ˆ 5th grade
ˆ 6th grade
ˆ 7th grade
ˆ 8th grade
ˆ 9th grade
ˆ 10th grade
ˆ 11th grade
ˆ 12th grade
ˆ N/A

Special Needs: (check all that apply)
ˆ Developmental Disability
ˆ Health Problem
ˆ Mental Health Problem
ˆ Other: _____

Prior Services: (check all that apply)
ˆ Child Protective Services
ˆ Substance Abuse
ˆ Prenatal Exposure to Drugs
ˆ Mental Health Treatment
ˆ Probation Services
ˆ Regional Centers for Developmental Disability

Ever been arrested? ˆ Yes ˆ No ˆ Don't Know
If yes, number of times: _____

Types of offences:
_____

EXHIBIT FP-16

Ever placed out of home? * ˆ Yes ˆ No
If yes, number of times: _____ Types of placement: _____

Age of first placement: _____

Child Functioning (Please check one response for each):

	Clear Strength	Mild Strength	Baseline /Adequate	Mild Problem	Moderate Problem	Serious Problem
Child's Behavior*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Mental Health*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
School Performance (ˆ N/A) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Motivation/Cooperation*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship with Peers*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship with Caregiver*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship with Siblings (ˆ N/A) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

6. Intake: Family Functioning at Case Opening

Please assess family functioning using the indicated choices: (See Rating Instructions.)

Family ID:* Date Completed: *

	Clear Strength	Mild Strength	Baseline /Adequate	Mild Problem	Moderate Problem	Serious Problem
ENVIRONMENT						
Housing Stability*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Safety in Community*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Habitability of Housing*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Income/Employment*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Financial Management*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Food And Nutrition*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Personal Hygiene*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Transportation*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Learning Environment*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
FAMILY INTERACTION						
Bonding with Child(ren) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Expectations of the Child(ren) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Mutual Support Within the Family*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship Bet,Parents/Caregivers(ˆ N/A)*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
CHILD WELL-BEING						
Child (ren's) Mental Health*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child (ren's) Behavior*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child (ren's) Relationship w/ Caregiver(s) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child(ren's) Relationship w/Siblings(ˆN/A)*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child(ren)'s Motivation/Cooperation*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
School Performance (ˆ N/A) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

Child(ren)'s Relationship with Peers*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

PARENTING

Supervision of Child(ren)*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Disciplinary Practices*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Provision of Developmental Enrichment Opportunities*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Parent/Caretaker's Mental Health*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Parent/Caretaker's Physical Health*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Parent/Caretaker's Use of Drugs/Alcohol*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

FAMILY SAFETY

Absence/presence of physical abuse*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of sexual abuse*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of Neglect*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of domestic violence between parent/caretakers (ˆ N/A) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of Emotional Abuse*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

7. MCPC Checklist: Base and Supplementary Services

Family ID: *

Date of MCPC: *

A - In-home Outreach Counseling
B - Therapeutic Day Treatment
C - Child Focused Activities
D - Child Follow-up Observation
E - Counseling
F - Drug Testing
G - Employment/Training Services
H - Gain Program
I - In-home Emergency Caregiver
J - Parent Training
K - Self Help, Support Group
L - Substance Abuse Treatment
M - Sub. Adult Role Model
N - T and D Homemaking
O - Emergency Housing
P - Transportation

	Service(s) Recommended (From list above, e.g. A, B, etc.)	Availability: 1 = available 2 = not available locally 3 = available but not affordable 4 = not available in client's language 5 = not available other reason (Service + code, e.g. A1, G2)	Cooperation: 4=excellent 3=good 2=fair 1= poor N/A = Not Attending (Service + code, e.g. A3, G1)
All (family members in case plan)*			
Caregiver 1			
Caregiver 2			
Child 1 DOB: _____			

Child Identifier: ____			
Child 2 DOB: _____ Child Identifier: ____			
Child 3 DOB: _____ Child Identifier: ____			
Child 4 DOB: _____ Child Identifier: ____			
Child 5 DOB: _____ Child Identifier: ____			
Child 6 DOB: _____ Child Identifier: ____			
Child 7 DOB: _____ Child Identifier: ____			
Child 8 DOB: _____ Child Identifier: ____			

8. MCPC Checklist: Linkage Services

Family ID:*

Date of MCPC: *

Q – Auxiliary Funds
R – Child Care
S – Developmental Services
T – Educational Services
U- Health Care
V – Healthy Start Support Services
W – Housing
X – Income Support
Y – Mental Health
Z – Physical and Developmental
AA – Regional Center
BB – Respite Services
CC – Special Education
DD – Temporary Placement
EE – Anger Management Classes
FF – Domestic Violence Classes
GG – Section 8

	Service(s) Recommended (From list above, e.g. Q, R, etc.)	Availability: 1 = available 2 = not available locally 3 = available but not affordable 4 = not available in client's language 5 = not available other reason (Service + code, e.g. Q1, T2)	Cooperation: 4=excellent 3=good 2=fair 1= poor N/A = Not Attending (Service + code, e.g. Z1, Y2)
All (family members in case plan)*			
Caregiver 1			
Caregiver 2			

Child 1 DOB: _____ Child Identifier: ____			
Child 2 DOB: _____ Child Identifier: ____			
Child 3 DOB: _____ Child Identifier: ____			
Child 4 DOB: _____ Child Identifier: ____			
Child 5 DOB: _____ Child Identifier: ____			
Child 6 DOB: _____ Child Identifier: ____			
Child 7 DOB: _____ Child Identifier: ____			
Child 8 DOB: _____ Child Identifier: ____			

9. MCPC Checklist: Base and Supplementary Services

Family ID:* Date of MCPC: * MCPC #*

A - In-home Outreach Counseling
B - Therapeutic Day Treatment
C - Child Focused Activities
D - Child Follow-up Observation
E - Counseling
F - Drug Testing
G - Employment/Training Services
H - Gain Program
I - In-home Emergency Caregiver
J - Parent Training
K - Self Help, Support Group
L - Substance Abuse Treatment
M - Sub. Adult Role Model
N - T and D Homemaking
O - Emergency Housing
P – Transportation

	Service(s) Recommended (From list above, e.g. A, B, etc.)	Availability: 1 = available 2 = not available locally 3 = available but not affordable 4 = not available in client's language 5 = not available other reason (Service + code, e.g. A1, G2)	Reason if available service has not been provided: 1 = service refused 2 = delayed by service provider (e.g. still on waiting list) 3 = delayed by family member 4 - other reason (Service + code, e.g. F1, G2)	Cooperation 4=excellent 3=good 2=fair 1 = poor N/A = Not Attending (Service + code, e.g. A4, N1)	Outcome: 4= very positive 3=somewhat positive 2=somewhat negative 1=very negative (Service + code, e.g. A3, G1)

All (family members in case plan)*					
Caregiver 1					
Caregiver 2					
Child 1 DOB: _____ Child Identifier:					
Child 2 DOB: _____ Child Identifier:					
Child 3 DOB: _____ Child Identifier:					
Child 4 DOB: _____ Child Identifier:					
Child 5 DOB: _____ Child Identifier:					
Child 6 DOB: _____ Child Identifier:					
Child 7 DOB: _____ Child Identifier:					
Child 8 DOB: _____ Child Identifier:					

10. MCPC Checklist: Linkage Services

Family ID:* Date of MCPC: * MCPC #*

Q - Auxiliary Funds
R - Child Care
S - Developmental Services
T - Educational Services
U- Health Care
V - Healthy Start Support Services
W - Housing
X - Income Support
Y - Mental Health
Z - Physical and Developmental
AA - Regional Center
BB- Respite Services
CC- Special Education
DD- Temporary Placement
EE – Anger Management Classes
FF – Domestic Violence Classes
GG – Section 8

	Service(s) Recommended (From list above, e.g. Q, S, AA, etc.)	Availability: 1 = available 2 = not available locally 3 = available but not affordable 4 = not available in client's language 5 = not available other reason (Service + code, e.g.	Reason if available service has not been provided: 1 = service refused 2 = delayed by service provider (e.g. still on waiting list) 3 = delayed by family member 4 = other reason (Service + code, e.g. T1,	Cooperation 4=excellent 3=good 2=fair 1 = poor N/A = Not Attending (Service + code, e.g. U1, Y2)	Outcome: 4= very positive 3= somewhat positive 2=somewhat negative 1=very negative (Service + code, e.g. U2, FF3)

		Q1, EE2)	EE2)		
All(family members in case plan)*					
Caregiver 1					
Caregiver 2					
Child 1 DOB_____ Child Identifier:					
Child 2 DOB: _____ Child Identifier:					
Child 3 DOB: _____ Child Identifier:					
Child 4 DOB: _____ Child Identifier:					
Child 5 DOB: _____ Child Identifier:					
Child 6 DOB: _____ Child Identifier:					
Child 7 DOB: _____ Child Identifier:					
Child 8 DOB: _____ Child Identifier:					

11. Case Updates

(To be completed if changes occur in the case previously not documented)

Family ID:* Date of Update: * MCPC #*

Change in In-Home Outreach Counselor

In-Home Counselor changed? ☐ Yes ☐ No Date IHC changed:

If yes, reason:
☐ Moved
☐ Family's request
☐ Counselor's request
☐ Other: _____

Demographics of New In-Home Outreach Counselor

Race/Ethnicity	Education	Language	Gender
☐ African-American	☐ Licensed PhD	☐ English	☐ Female
☐ Asian/Pacific Islander	☐ Licensed MSW	☐ Spanish Only	☐ Male
☐ Caucasian	☐ Licensed MFT	☐ Spanish/Bilingual	

- ˥ Latino
- ˥ Native American
- ˥ Multi-racial/ethnic
- ˥ Other _____
- ˥ Unknown

- ˥ Unlicensed MSW
- ˥ Unlicensed MA
- ˥ BSW
- ˥ BA/BS
- ˥ Other

- ˥ Other _____

Change in DCFS Case Worker

DCFS Case Worker changed? ˥ Yes ˥ No

Date Worker changed:

If yes, reason:
- ˥ Left DCFS
- ˥ Moved to another DCFS position
- ˥ Family's request
- ˥ Counselor's request
- ˥ Transfer to FP Worker
- ˥ Other: _____

Family Information Update

Indicate only if changes after Intake in:	# at Intake	Current #
Number of Primary Caregivers In-Home:	_____	_____
Number of Other Adults In The Home:	_____	_____
Number of Children In The Home:	_____	_____
Number of Children In Out-of-Home Placement:	_____	_____
Number of Children with Open DCFS Case:	_____	_____
Number of Children with Open Probation Case:	_____	_____

Prior History: Problems Identified After intake (check all that apply)
- ˥ Substance Abuse
- ˥ Domestic Abuse
- ˥ Childhood Abuse
- ˥ Criminal Involvement
- ˥ Emotional Disorder
- ˥ Other: _____

Prior History: Service Identified After intake (check all that apply)
- ˥ Substance Abuse Treatment
- ˥ Mental Health Treatment
- ˥ Other Individual Counseling
- ˥ Other Family Counseling
- ˥ Probation/Parole Services
- ˥ Family Preservation Services
- ˥ Other: _____

12. MCPC Checklist - Final

Family ID: *

Date of Last MCPC: *

Base and Supplementary Services:
- A - In-home Outreach Counseling
- B - Therapeutic Day Treatment
- C - Child Focused Activities
- D - Child Follow-up Observation
- E - Counseling
- F - Drug Testing
- G - Employment/Training Services
- H - Gain Program
- I - In-home Emergency Caregiver

Linkage Services:
- Q - Auxiliary Funds
- R - Child Care
- S - Developmental Services
- T - Educational Services
- U- Health Care
- V - Healthy Start Support Services
- W - Housing
- X - Income Support
- Y - Mental Health

GG – Section 8

EXHIBIT FP-16

J - Parent Training
K - Self Help, Support Group
L - Substance Abuse Treatment
M - Sub. Adult Role Model
N - T and D Homemaking
O - Emergency Housing
P - Transportation
Z - Physical and Developmental
AA - Regional Center
BB- Respite Services
CC- Special Education
DD- Temporary Placement
EE – Anger Management Classes
FF – Domestic Violence Classes

	Service(s) Received	Service(s) to be referred for continuation after case closing	Service(s) to be continued in DCFS
All(family members in case plan)*			
Caregiver 1			
Caregiver 2			
Child 1 DOB: _____ Child Identifier: ____			
Child 2 DOB: _____ Child Identifier: ____			
Child 3 DOB: _____ Child Identifier: ____			
Child 4 DOB: _____ Child Identifier: ____			
Child 5 DOB: _____ Child Identifier: ____			
Child 6 DOB: _____ Child Identifier: ____			
Child 7 DOB: _____ Child Identifier: ____			
Child 8 DOB: _____ Child Identifier: ____			

13. Child Closing Summary

(REPEAT FOR EACH CHILD ASSESSED AT INTAKE)

Family ID* Child Identifier Date of Birth* Date Completed*

Did the child go into out-of-home placement during the Family Preservation Service period? * ☐ Yes ☐ No

If yes, type of placement: Describe other placement:

ˆ Adoption
ˆ Regular Foster Care
ˆ Emergency Shelter
ˆ Group Home
ˆ Juvenile Detention
ˆ Kinship Foster Care
ˆ Treatment Foster Care
ˆ Residential Treatment Center
ˆ Other

_____
_____
_____
_____
_____

Was child arrested during Family Preservation service period? ˆ Yes ˆ No
If yes, describe offence: _____

Child Functioning:

	Clear Strength	Mild Strength	Baseline /Adequate	Mild Problem	Moderate Problem	Serious Problem
Child's Behavior	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Mental Health	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
School Performance (ˆ N/A)	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Motivation/Cooperation	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship with Peers	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship with Caregiver	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship with Siblings (ˆ N/A)	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

14. Family Functioning at Case Closing

Please assess family functioning using the indicated choices: (See Rating Instructions.)

Family ID: *

Date Completed: *

	Clear Strength	Mild Strength	Baseline /Adequate	Mild Problem	Moderate Problem	Serious Problem
ENVIRONMENT						
Housing Stability*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Safety in Community*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Habitability of Housing *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Income/Employment*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Financial Management*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Food And Nutrition*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Personal Hygiene*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Transportation*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Learning Environment*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

FAMILY INTERACTION

Bonding with Child(ren) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Expectations of the Child(ren) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Mutual Support Within the Family*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Relationship Bet,Parents/Caregivers(ˆ N/A)*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

CHILD WELL-BEING

Child (ren's) Mental Health*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child (ren's) Behavior*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child (ren's) Relationship w/ Caregiver(s) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child(ren's) Relationship w/Siblings(ˆN/A)*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child(ren)'s Motivation/Cooperation*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
School Performance (ˆ N/A) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Child(ren)'s Relationship with Peers*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

PARENTING

Supervision of Child(ren)*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Disciplinary Practices*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Provision of Developmental Enrichment Opportunities*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Parent/Caretaker's Mental Health*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Parent/Caretaker's Physical Health*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Parent/Caretaker's Use of Drugs/Alcohol*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

FAMILY SAFETY

Absence/presence of physical abuse*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of sexual abuse*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of Neglect*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of domestic violence between parent/caretakers (ˆ N/A) *	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ
Absence/Presence of Emotional Abuse*	ˆ	ˆ	ˆ	ˆ	ˆ	ˆ

15. Closing Summary

Family ID:*

Closing Date:*

A

Reason For Case Closing: (No Family Preservation Services Provided or Case Closed within 45 days)

ˆ Family moved from area

ˆ Case Closed for Administrative Reasons
ˆ Family Refused Services/Dropped Out
ˆ Case Never Activated

ˆ Other (Describe other reason)

_____

_____

_____

B

Reason for Case Closing: (Family Preservation Services Provided)

EXHIBIT FP-16

How many In-Home Counseling sessions did the family receive? ------
_____

Minimal or no risk to child(ren)

- ☐ All of objectives in case plan achieved/
  risk to child(ren) minimal or none
- ☐ Primary objectives in case plan achieved/
  risk to child(ren) minimal or none.
- ☐ Some of objectives in case plan achieved/
  risk to child(ren) minimal or none, fp time expired
- ☐ Some of objectives in case plan achieved/
  risk to child(ren) minimal or none; court terminated services
- ☐ Other : _____

Some risk to child(ren), continuing services in community recommended)

- ☐ Some of objectives in case plan achieved/
  some risk to child(ren) but not at a level requiring placement; fp time expired.
- ☐ Some of objectives in case plan achieved/
  probationer detained.
- ☐ Other : _____

(Risk to child(ren) require(s) more oversight than can be provided in community)

- ☐ Primary objectives in case plan not achieved; child(ren) at
  unacceptable risk; voluntary placement
- ☐ Primary objectives in case plan not achieved; child(ren) at
  unacceptable risk; involuntary placement
- ☐ Other : _____

Please answer the following question if you have checked one of the reasons in Part B
Overall, how cooperative was the family in implementing the case plan ?
☐ Excellent ☐ Good ☐ Fair ☐ Poor

EXHIBIT FP-17

CALIFORNIA FAMILY RISK ASSESSMENT

Case Name:_____ **Case #:**_____ **Date:**_____/_____/_____

County Name: _____ **Worker Name:**_____ **Worker ID #:** _____

NEGLECT **Score**

N1. Current Complaint is for Neglect
- a. No ……0
- b. Yes……1 _____

N2. Prior Investigation (assign highest score that applies)
- a. None ……0
- b. One or more, abuse only ……1
- c. One or two for neglect ……2
- d. Three or more for neglect……3 _____

N3. Household has Previously Received CPS (voluntary/court-ordered)
- a. No ……0
- b. Yes……1 _____

N4. Number of Children Involved in the CA/N Incident
- a. One, two, or three ……0
- b. Four or more ……1 _____

N5. Age of Youngest Child in the Home
- a. Two or older ……0
- b. Under two ……1 _____

N6. Primary Caretaker Provides Physical Care Inconsistent with Child Needs
- a. No ……0
- b. Yes……1 _____

N7. Primary Caretaker has a Past or Current Mental Health Problem
- a. No ……0
- b. Yes……1 _____

N8. Primary Caretaker has Historic or Current Alcohol or Drug Problem (Check applicable items and add for score)
- a. Not applicable ……0
- b. Alcohol (current or historic)……1
- c. Drug (current or historic) ……1 _____

N9. Characteristics of Children in Household (Check applicable items and add for score)
- a. Not applicable……0
- b. Medically fragile/failure to thrive……1
- c. Developmental or physical disability……1
- d. Positive toxicology screen at birth ……1 _____

N10. Housing (check applicable items and add for score)
- a. Not applicable ……0
- a. Current housing is physically unsafe ……1
- b. Homeless at time of investigation……2 _____

TOTAL NEGLECT RISK SCORE _____

ABUSE **Score**

A1. Current Complaint is for Abuse
- a. No ……0
- b. Yes……1 _____

A2. Number of Prior Abuse Investigations (number: ____)
- a. None ……0
- b. One……1
- c. Two……2 _____

A3. Household has Previously Received CPS (voluntary/court ordered)
- a. No ……0
- b. Yes……1 _____

A4. Prior Injury to a Child Resulting from CA/N
- a. No ……0
- b. Yes……1 _____

A5. Primary Caretaker's Assessment of Incident (check applicable items & add for score)
- a. Not applicable……0
- b. ____Blames child ……1
- c. ____Justifies maltreatment of a child……2 _____

A6. Domestic Violence in the Household in the Past Year
- a. No ……0
- b. Yes……2 _____

A7. Primary Caretaker Characteristics (check applicable items and add for score)
- a. Not applicable ……0
- b. _____Provides insufficient emotional/psychological support..1
- c. _____Employs excessive/inappropriate discipline……1
- d. _____Domineering parent……1

_____

A8. Primary Caretaker has a History of Abuse or Neglect as a Child
- a. No ……0
- b. Yes……1 _____

A9. Secondary Caretaker has Historic or Current Alcohol or Drug Problem
- a. No ……0
- b. Yes, alcohol and/or drug (check all applicable)……1 _____

_____Alcohol _____Drug

A10. Characteristics of Children in Household (check appropriate items and add for score)
- a. Not applicable……0
- b. ____Delinquency history……1
- c. ____Developmental disability……1
- d. ____Mental Health/behavioral problem……1 _____

TOTAL ABUSE RISK SCORE _____

Scored Risk Level. Assign the family's scored risk level based on the highest score on either the neglect or abuse instrument, using the following chart:

Neglect Score	Abuse Score	Scored Risk Level
_____0-1	_____0-1	_____Low
_____2-4	_____2-4	_____Moderate
_____5-8	_____5-7	_____High
_____9+	_____7+	_____Very High

POLICY OVERRIDES: Circle yes if a condition shown below is applicable in his case. If any condition is applicable, override final risk level to very high.

Yes No 1. Sexual abuse case AND the perpetrator is likely to have access to the child victim.
Yes No 2. Non-accidental injury to a child under age two.
Yes No 3. Severe non-accidental injury.
Yes No 4. Parent/caretaker action or inaction resulted in death of a child due to abuse or neglect (previous or current).

DISCRETIONARY OVERRIDE. If yes, circle override risk level, and indicate reason. Risk level may be overridden one level higher.

Yes No 5. If yes, override risk level (circle one): Low Moderate High Very High

Discretionary override reason: _____

FINAL RISK LEVEL (circle final level assigned): Low Moderate High Very High

EXHIBIT FP-18

SAMPLE

Department of Children and Family Services

(Agency Name)

Statement of Received, Expended, and Unexpended
Family Preservation Services Funds
For Fiscal Year Ending June 30,_____

Beginning Balance of Unexpended Essential Services Funds				$ -
Revenues				
Base Rate, Supplementary Services and Therapeutic Day Treatment Funds			$ -	
Interest			$ -	
Donations restricted of offset CFPN allowable costs			$ -	
Accrued Revenues (attach supporting schedule)			$ -	
Total Revenues				$ -
Expenses				
Salaries	$ -			
Employee Benefits	$ -			
Rent	$ -			
Insurance	$ -			
Utilities	$ -			
Subcontractors	$ -			
Other (specify)	$ -			
Accrued Expenses (attach supporting schedule)	$ -			
Total Expenses				$ -
Ending Balance Family Preservation Funds				$ -
Less: Maximum reserve funds carry over (15% of unexpended annual allocation)				$ -
Funds Due County				$ -

Under the penalty of perjury, I affirm that the above information is true and accurate, and the reported program costs agree with the official accounting records of the agency, and were necessary, reasonable and allowable costs under the Community Family Preservation Network Services Agreement and Office of Management and Budget Circular A-122 or A-87, whichever is applicable.

Authorized CONTRACTOR Representative	Date
Print Name	Date

ALTERNATIVE RESPONSE
CONFIDENTIALITY DECLARATION

1. NAME OF PERSON REFERRED **REFERRAL NUMBER:**

3. CONFIDENTIALITY DECLARATION

I understand that I am not permitted to share referral identifying information, including, but not limited to, children's names, family members' names, addresses and telephone numbers regarding the above referenced, family with anyone who does not fall within the definition of a "Multidisciplinary Personnel Team Member" as defined by Welfare and Institutions Code (WIC) Sections 18951 and 18961.

I agree to comply with the confidentiality policy described above and will not use identifying information in any publication, nor will I share this information outside of the agencies represented on the MCPC. Further, I declare that I am aware of the WIC and Penal Code Sections relating to confidentiality, and I understand that any violations thereof constitute a criminal offense.

4. SIGNATURES OF MCPC MEMBERS

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

_____ DATE:_____

ALTERNATIVE RESPONSE CONFIDENTIALITY DECLARATION

We the undersigned fully understand and agree to abide with Alternative Response Plan as outlined above

Caregiver Signature	Date
Caregiver Signature	Date
DCFS CSW Signature	Date
In-Home Counselor /Signature	Date
Lead Agency Representative Signature	Date
Name/Agency/Title	Date
Name/Agency/Title	Date
Name/Agency/Title	Date

EXHIBIT FP-20

ALTERNATIVE RESPONSE. SERVICE PLAN

ARS Date: ____ / ____ / ____

Referral Name _____ Referral# _____

Level: Base Rate_____ Supplementary Services_____ (Please check one)

CSW/PO: _____ In-Home Family Support Specialist/Worker: _____

ARS Committee Members Present: _____ _____

_____ _____

_____ _____

PRESENTING PROBLEM: _____

_____

_____

_____

TREATMENT GOAL:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Services to be Provided (Check all that apply)	**Service Recipient**	**Service Provider** (Contact Person)	**Time Frame** **Start** mo./yr.	**Stop** mo./yr.
☐ Child Care	_____	_____	____ / ____	____ / ____
☐ Counseling	_____	_____	____ / ____	____ / ____
☐ Developmental Services	_____	_____	____ / ____	____ / ____

ALTERNATIVE RESPONSE SERVICE PLAN

Services to be Provided (Check all that apply)	Service Recipient	Service Provider (Contact person)	Time Frame Start mo./yr.	Time Frame Stop mo./yr.
☐ Employment / Training	_____	_____	____ / ____	____ / ____
☐ Health Care	_____	_____	____ / ____	____ / ____
☐ Housing	_____	_____	____ / ____	____ / ____
☐ Income Support Services	_____	_____	____ / ____	____ / ____
☐ In-Home Counseling	_____	_____	____ / ____	____ / ____
☐ In-Home Emergency Caretaker	_____	_____	____ / ____	____ / ____
☐ Mental Health Services	_____	_____	____ / ____	____ / ____
☐ Parenting Training	_____	_____	____ / ____	____ / ____
☐ Physical/Developmental Services	_____	_____	____ / ____	____ / ____
☐ Respite Care	_____	_____	____ / ____	____ / ____
☐ Special Education	_____	_____	____ / ____	____ / ____
☐ Substance Abuse Treatment	_____	_____	____ / ____	____ / ____
☐ Substitute Role Model	_____	_____	____ / ____	____ / ____
☐ Teaching/ Demonstrating	_____	_____	____ / ____	____ / ____
☐ Transportation	_____	_____	____ / ____	____ / ____
☐ Auxiliary Services	_____	_____	____ / ____	____ / ____
☐ Advocacy	_____	_____	____ / ____	____ / ____

EXHIBIT FP-21

(English Version)

COUNTY OF LOS ANGELES · DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY PRESERVATION (FP)
CONSENT TO RELEASE AND EXCHANGE INFORMATION

1. CASE NAME	2. CASE NUMBER
3. PARENT'S/GUARDIAN'S NAMES (if different than Case Name)	4. DATE OF BIRTH
5. PARENT'S/GUARDIAN'S NAMES	6. DATE OF BIRTH
7. NAME(S) OF CHILD(REN) _____ _____ _____ _____	8. DATE(S) OF BIRTH _____ _____ _____ _____

9. CONSENT STATEMENT

I/we understand that as a necessary part of my/our participation in the Family Preservation Program (FPP), the agencies involved must have access to records pertaining to my/our family. Therefore, I/we give permission to the Department of Children and Family Services (DCFS) to release, disclose, and/or exchange information about myself and my child(ren) listed above with a Community Family Preservation Network (CFPN) and the participants in its Family Preservation Multidisciplinary Case Planning Committee (agencies which may include, but are not limited to: the Departments of Health Services, Mental Health, Public Social Services and Education). This consent includes both written and oral communication about social, medical, developmental, psychological, educational, behavioral and other individual and family issues.

This signed consent form will remain in effect for the duration of my/our family's participation in the FPP.

10. SIGNATURE OF PARENT(S)/GUARDIAN(S) _____ _____	11. DATE OF SIGNATURE(S) _____ _____
12. CSW'S SIGNATURE _____	13. DATE OF SIGNATURE _____

76F58A DCFS 802 (7/1/05)

EXHIBIT FP-21

(Spanish Version)

CONDADO DE LOS ANGELES · DEPARTMENTO DE SERVICIOS PARA NIÑOS

PROGRAMA DE PRESERVACIÓN FAMILIAR (FP)
CONSENTIMIENTO PARA REVELAR Y CAMBIAR INFORMACIÓN

1. NOMBRE DEL CASO	2. NÚMERO DEL CASO
3. NOMBRE DE PADRE(S) / MADRE(S) O GUARDIANES (Si es diferente al Nombre del Caso)	4. FECHA DE NACIMIENTO
5. NOMBRE DE PADRE(S) / MADRE(S) O GUARDIANES	6. FECHA DE NACIMIENTO
7. NOMBRE(S) DEL NIÑO*S /NÑA(S) _____ _____ _____ _____	8. FECHA(S) DE NACIMIENTO _____ _____ _____ _____

9. DECLARACIÓN DE CONSENTIMIENTO PARA REVELAR INFORMACIÓN

Yo/nosotros entiendo/entendemos que cómo una parte necesaria de mi/nuestra participación en el Programa de Preservación Familiar (FPP), las agencias involucradas tienen que tener acceso a los archivos pertinentes a mi/nuestra familia. Por lo tanto, yo/nosotros le damos nuestro permiso al Departamento de Servicio para Niños y Familias (DCFS) para revelar, divulgar, y/o intercambiar información sobre mi persona y mi niño(s)/niña(s) los antes mencionados con el Grupo de Preservación Familiar en la Comunidad (CFPN) y con los del Comité Multidisciplinario. Estas agencias pueden incluir, pero no son limitadas a el Departamento de Servicios de Salud, Salud Mental, Servicios Sociales Públicos y Educacion. Este consentimiento incluye tanto la comunicación por escrito como la comunicación oral pertinente a los asuntos sociales, médicos, de desarrollo, psicológicos, educativos, de compartimiento y otros asuntos individuales o familiares.

Este consentimiento firmado continuará vigente durante la participación de mi familia en el Programa de Preservación Familiar (FPP).

10. FIRMA DE PADRE(S) / MADRE(S) O GUARDIANES _____ _____	11. FECHA DE FIRMA _____ _____
12. FIRMA DEL TRABAJADOR SOCIAL PARA NIÑOS _____	13. FECHA DE FIRMA _____

76F58A DCFS802-S (1/83)

EXHIBIT FP-22

IN HOME COUNSELING/CHILD FOLLOW-UP VISIT PROGRESS NOTES

Date of Visit	Agency			Visit/contact:	Location of Visit:
Case Name:				Completed By:	Home:
Case Number:				Title:	School:
Persons Seen On This Date:	Absent Family Members	Excused	Unexcused	This Visit Was:	Placement:
1)				By Appointment	Agency Office:
2)				Unannounced	Other:
3)					
4)				Starting Time:	Visit#:
5)					
6)				Ending Time::	Visits Required
7)					This Month:
8)				Time In Session:	

Discussion Points For In-Home Counseling/Child Follow-Up Observations (Complete as applicable)

Child Safety Issues (risk assessment)

Family Functioning (discuss relationships, parent/child interaction, strength/challenges, changes, commitment to FP program, crisis intervention, etc..)

Progress Toward Goals Stated in Current MCPC-SP (also discuss any barriers toward goal achievement)

Follow-up on Tasks/Issues Discussed at Previous Visit

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

Condition of Home

Other (discuss use/effectiveness of auxiliary funds, any other issues impacting the family and/or provisions of services, etc.)

Next Visit Scheduled for :

EXHIBIT FP-23

Department of Children and Family Services

FAMILY PRESERVATION

SPA ALLOCATION FOR FY 2005-2006

SPA	Separate Families %	2005-2006 Allocation
1	6.8015%	$ 1,731,108.00
2	7.4232%	$ 1,889,353.00
3	19.8467%	$ 5,051,382.00
4	5.4675%	$ 1,391,599.00
5	5.3470%	$ 1,360,909.00
6	20.4006%	$ 5,192,364.00
7	13.2939%	$ 3,383,572.00
8	17.8835%	$ 4,551,709.00
A.I.	1.5716%	$ 400,000.00
A.P.	1.9645%	$ 500,000.00
TOTAL	100%	$ 25,451,996.00

EXHIBIT FP-24

DEPARTMENT OF CHILDREN & FAMILY SERVICES
COMMUNITY-BASED SUPPORT DIVISION

CFPN LEAD AGENCY WEEKLY CASE COUNT FORM
Contact Person: ROZ THORNTON, ADMINISTRATIVE ASSISTANT
FAX NUMBER: (213) 637-2552
PHONE NUMBER: (213) 351-3226

Week Ending:_____
(Friday)

DCFS		(A) ANNUAL ALLOCATION	PROBATION		(A) ANNUAL ALLOCATION
Annual/6 Month Estimated Target (FAMILIES)	_____	$ _____	Annual/6 Month Estimated Target (FAMILIES)	_____	$ _____
		(B) REMAINING ALLOCATION			(B) REMAINING ALLOCATION
		$ _____			$ _____
Monthly Estimated Target (FAMILIES)	_____	(C) FUNDS AVAILABLE	Monthly Estimated Target (FAMILIES)	_____	(C) FUNDS AVAILABLE
		$ Formula: C = B ÷ # of months remaining	TDT Clients	_____	$ Formula: C = B ÷ # of months remaining
			Base Rate Clients	_____	
Total Clients Served	_____		Total Clients Served	_____	
Outstanding 800's	_____		Outstanding 1324's	_____	
Cases Requested	_____		Cases Requested	_____	
Cases Received	_____		Cases Received	_____	
Date CDC contacted if additional referrals are needed	_____		Date Probation contacted if additional referrals are needed	_____	

IF TOTAL CLIENTS SERVED IS LESS THAN MONTHLY TARGET PLEASE INDICATE THE REASON CODE* BELOW.

_____

_____

_____

_____

CFPN Lead Agency Name_____

Program/Project Director's Signature _____**Date**_____/_____/_____

Fax: _____ _____ **Phone:** _____ _____

PLEASE NOTE:

FAX to ***Roz Thornton,*** at fax number indicated above and to the **Probation FP Unit**, (323) 221-5857, ***no later than Tuesday, 12:00 p.m. of each Week.***

***Reason Codes can be found on the second page, at the bottom, of the Weekly Case/Family Counts Report**

c:Weekly Case Count Form9^revised 01/25/05

EXHIBIT FP-25

SERVICE PROGRESS NOTES

T&D ☐ SARM ☐ PARENTING ☐ OTHER

Site of Visit	Agency:	Name of Person Providing Service:			Location of Visit
Case Name:		Title:			Home _____
Case Number:					School _____
Person Seen On this Date		Absent Family Members	Excused	Unexcused	Placement _____
					Agency _____
1)					Other _____
2)					
3)					
4)					
5)					
6)					Start Time _____
7)					
8)					Ending Time _____
9)					
					Time In Session _____

Service/Activity Provided (Describe the activity, who participated, teaching tools used, how receptive were the clients.)

Tasks/Issues Followed-Up from Previous Visit

Child Safety and Family Issues
(Discuss child safety, conditions of the home, family members' progress/problems and other pertinent information.)

Tasks/Issues -Planned/Assigned for the Next Visit

Next visit scheduled for:

_____ _____

Exhibit FP-26

Customer Satisfaction Survey

WE WANT YOUR HELP! PLEASE TELL US HOW WE ARE DOING!

We welcome your comments about our services. Please tell us how you were treated during your visit and the quality of the care you received by our staff. Your comments are confidential and will assist us with improving future services.

Your Zip Code: _____ Today's Date: _____

Name of agency where you are receiving services:

1) Age: _____

2) Gender: Male_____ Female_____

3) Mark the Ethnic group that best describes your origin/identity:

Caucasian (White) _____
African American (Black) _____
Mexican _____
Central/South American (please specify)_____
Asian/Pacific Islander (please specify)_____
Other (please specify)_____

4) Please indicate the primary language you speak:

_____

5) How were you referred to this agency?

Self___ DCFS___ Court ___ Probation___ School___ Mental Health____ Hospital___

Other (specify)_____

6) How long have you been receiving services at this agency?

1-3 months_____ 4-6 months_____ 7-9 months____ 9-12 months_____

Other specify)_____

7) What type of services are you receiving at this agency (check all that apply):

Individual Counseling_____ Family Counseling_____ Group Counseling_____
In-Home Services_____ Parenting Education/Support_____ School Based Services_____ Other (specify)_____

Exhibit FP-26

For questions 8 through 12, please check one of the numbers from 1 to 5 to let us know how you feel: 1=poor, 2= fair, 3= good, 4= very good, and 5 for excellent.

8) Do you feel the services you are receiving helping you?

1___ 2___ 3___ 4___ 5____

9) Are you satisfied with the services you are receiving?

1___ 2____ 3___ 4___ 5_____

10) How courteous and respectful is the staff regarding your cultural background?

1___ 2___ 3___ 4___ 5_____

11) Please rate the agencies performance:

1___ 2___ 3___ 4 ___ 5_____

12) Rate your chances of returning to this agency again for services if the need arrives:

1____ 2_____ 3_____ 4____ 5_____

13) Of the services mentioned below, which is the most difficult to obtain in your Community? Circle all of those that apply.

Women and Infant Children___ MediCal___ Healthy Families___ Family Planning___ Child Care___ Housing___ Legal___ Transportation___ School___ Work___

Other (please specify)_____

14) Please provide any related comments on the services that you are receiving:

_____

_____

_____

_____

If you have additional comments or questions regarding this questionnaire, please contact the following Program Managers:

- **Family Support**:

  Iris Courtney, at (213) 639-4819

- **Family Preservation:**

  Ortho Day, at (213) 351-5715

- **Adoption Promotion and Support Services:**

  Naftali Sampson, at (213) 639-4820

EXHIBIT FP-27

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY CENTERED SERVICE REQUEST - SERVICE AUTHORIZATION (PAGE 1 OF 2)

The Safety of A Child is Our First Priority

A. ACTION (Check New Referral -or- Start/Term -or- Update Case)

☐ **NEW REFERRAL** ☐ **START/TERM**

☐ **FAMILY PRESERVATION** (FP)
SOURCE: ☐ DCFS CASE ☐ DCFS REFERRAL ☐ ALTERNATIVE RESPONSE

☐ **FS** (Family Support) ☐ **TLR** (Time-Limited Re-Unification)
Number: _____

REFERRED FOR: STATE ID / SERIAL # _____ *(Note: Mandatory fields for a new Referral are represented in italics)*

CHILD LAST _____ FIRST _____ CWS/CMS CASE # _____-_____-_____-_____

FAMILY LAST _____ FIRST _____ CWS/CMS REFERRAL # _____-_____-_____-_____

☐ **UPDATE CASE FOR:** (Circle One: FP - FS - TLR) NUMBER: _____ -or- STATE ID / SERIAL#: _____

☐ EXTEND SERVICES ☐ TERMINATION Date: _____ Case Closure Reason Code: _____ ☐ CHANGE (Indicate Chg in Section C. D. or E)

☐ TRANSFER (TRANSFER DATE: _____ Out of AGENCY: _____ Into AGENCY: _____)

B. SERVICE TYPE / ASSIGNMENT (To be completed by Community-Based Liaison (CBL))

EFFECTIVE DATE: _____ *CFPN NAME:* _____

Duration: ☐ 1 MONTH ☐ 2 MONTHS ☐ 3 MONTHS ☐ 6 MONTHS

Service Type:
FAMILY PRESERVATION: ☐ BASE RATE ☐ TRANSITIONAL SERVICES
Other Family Centered Services: ☐ FAMILY SUPPORT ☐ TIME-LIMITED RE-UNIFICATION

ADD / REMOVE Agency: ☐ ADD* (Complete Section C. with ADD Agency) ☐ REMOVE* (*When Adding/Removing, provide CFPN Name & Effective Date)

☐ **ASSIGNMENT CORRECTION** (i.e. Correcting Effective Dates, etc., and Specify Instructions in Comments Section Below)

COMMENTS: ☐ CORRECT EFFECTIVE DATE(s) EFFECTIVE DATE: _____

C. PRIMARY CAREGIVER ☐ CHANGE ☐ ADD FAMILY LOCATION ☐ REMOVE FAMILY LOCATION EFF. DATE: _____

LAST NAME	*FIRST NAME*	ETHNICITY	DOB	LANGUAGE ☐ ENGLISH ☐ SPANISH ☐ OTHER
STREET ADDRESS		*CITY*	STATE	*ZIP CODE*
TELEPHONE NO.		CARETAKER RELATIONSHIP TO CHILDREN:		
OTHER ADULTS IN HOME:	NAME 1:		NAME 3:	
	NAME 2:		NAME 4:	

D. CASE INFORMATION ☐ CHANGE EFF. DATE: _____

CASE LAST NAME	*CASE FIRST NAME*	ETHNICITY	DOB	LANGUAGE ☐ ENGLISH ☐ SPANISH ☐ OTHER
CSW LAST NAME	*CSW FIRST NAME*	CSW FILE NO.		
CSW PHONE NO.	CSW FAX NO.	SPA	*OFFICE*	
SCSW LAST NAME	SCSW FIRST NAME	SCSW PHONE NO.		
CBL LAST NAME	*CBL FIRST NAME*	*CBL PHONE NO.*	CBL FAX NO.	

E. CHILD INFORMATION ☐ CHANGE EFF. DATE: _____

LAST NAME	FIRST NAME	DOB	M/F	OPEN DCFS	REMOVE

EXHIBIT FP-27

COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES

FAMILY CENTERED SERVICE REQUEST - SERVICE AUTHORIZATION (PAGE 2 OF 2)

The Safety of A Child is Our First Priority

CASE NAME: _____ **FP NUMBER:** _____ **or STATE ID/SERIAL #:** _____

F. OTHER INFORMATION

GAIN	CALWORKS	WORKER NAME:	PHONE:
☐ YES ☐ NO	☐ YES ☐ NO	START DATE: END DATE:	

REFERRAL BEING MADE TO: ☐ PREVENT PLACEMENT ☐ FACILITATE REUNIFICATION ☐ ADOPTIVE PLACEMENT ☐ COURT ORDERED

REFERRAL INITIATED BY: ☐ ERCP ☐ ER ☐ DI ☐ FM ☐ FR ☐ PP ☐ ADOPT

COURT STATUS: ☐ NONE ☐ PRE-ADJUDICATION ☐ POST-ADJUDICATION ☐ POST-DISPOSITION ☐ LEGAL GUARDIANSHIP ☐ ADOPTION

G. PLEASE DESCRIBE THE PRESENTING PROBLEMS/AREAS OF CONCERN (Comments, Maximum 500 Characters)

H. PLEASE DESCRIBE THE FAMILY STRENGTHS (Comments, Maximum 500 Characters)

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

☐ AUXILIARY FUNDS	☐ TEACHING/DEMONSTRATING HOMEMAKER	☐ EMPLOYMENT TRAINING SERVICES
☐ PARENT SELF-HELP	☐ SUBSTANCE ABUSE TREATMENT	☐ HOUSING
☐ PARENT TRAINING	☐ CHILD CARE	☐ MENTAL HEALTH SERVICES
☐ TRANSPORTATION	☐ DRUG TESTING	☐ EDUCATION
☐ SUBSTITUTE ADULT ROLE-MODEL	☐ MOTEL - EMERGENCY HOUSING	☐ SPECIAL EDUCATION
☐ HEALTH CARE	☐ COUNSELING (OUT OF HOME)	☐ OTHER
☐ INCOME SUPPORT SERVICES	☐ DEVELOPMENTAL SERVICES	

J. ☐ GOALS or ☐ OUTCOMES or ☐ TERMINATION NOTES or ☐ DENIAL REASON (Comments, Maximum 500 Characters)

TERMINATION - Code / Reason for Case Closing (This Code is Used in Section A for a TERMINATION Action)

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

K. SIGNATURES

CSW SIGNATURE	DATE	CBL SIGNATURE	DATE
SCSW SIGNATURE	DATE	ARA SIGNATURE	DATE

EXHIBIT FP-28

COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

COUNTY PROGRAM DIRECTOR:

Name: Russ Carr
Title: Deputy Director, Service Bureau 2
Address: 3075 Wilshire Boulevard, Los Angeles, California 90010

Telephone: (213) 639-4784
Facsimile: (213) 639-1337
E-Mail Address: carrr@dcfs.co.la.ca.us

COUNTY PROGRAM MANAGER:

Name: Otho Day
Title: County Program Manager
Address: 425 Shatto Place, Los Angeles, California 90010

Telephone: (213) 351-5715
Facsimile: (213) 738-8375
E-Mail Address: dayo@dcfs.co.la.ca.us

COUNTY CONTRACT PROGRAM MONITOR:

Name: Otho Day
Title: County Program Manager
Address: 425 Shatto Place, Los Angeles, California 90010

Telephone: (213) 351-5715
Facsimile: (213) 738-8375
E-Mail Address: dayo@dcfs.co.la.ca.us

EXHIBIT FP-29

FAMILY PRESERVATION MONTHLY SUMMARY LOG
OF ALCOHOL AND DRUG ASSESSEMENT/TREATMENT SERVICES

REPORT MONTH:
REPORT YEAR:
AGENCY NAME:
ADDRESS:

COMPLETED BY:
TELEPHONE:
FAX:
EMAIL

State ID # or Agency Family #	Last Name	First Name	Date of Birth	Gender	Ethnicity	Address	City	Zip Code	Service Category	Service Start Date	Service Completion Date	Service Termination Date

EXHIBIT FP-29

FAMILY PRESERVATION DRUG AND ALCOHOL ASSESSMENT/TREATMENT SUMMARY REPORT

CFPN:
CASC:
TREATMENT CENTER:

COMPLETED BY:
TELEPHONE:
FAX:
E-MAIL:

Newly Served During Report Month	**Assessment**	**Alcohol Treatment**	**Drug Treatment**
Clients			
Total			
Continuing Services From Prior Report Month(s)			
Clients			
Total			
Completing Services During Report Month(s)			
Clients			
Total			
Terminating Services During Report Month			
Clients			
Total			

EXHIBIT FP-30

IRS FORM W-9

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

(4 pages)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | | – | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Printed on recycled paper

EXHIBIT FP-31

CONSENT TO COMPLY WITH THE CHILDREN'S BILL OF RIGHTS

Since the vision of the Family Preservation Program (FPP) demands that there be developed in Los Angeles County a collaborative network of systems that work in concert to support and strengthen the capacity of families to provide their children's growth and development, therefore, I/we understand that as a necessary part of my/out participation in FPP, I shall comply with the following Children's Bill of Rights

1. Assure the safety and physical and emotional well being of children in my/our home while receiving the Family Preservation services.

2. Provide appropriate medical, dental, and mental health for my/our children and every one of them is covered by public or private health insurance and fully immunized by age 2 if appropriate.

3. Provide adequate food, shelter, and income and my/our children will have access to resources that will assist them in sustaining an adequate standard of living.

4. Provide adequate education and training and my/our children will attend school and enroll in Independent Living Program (ILP) services if age-appropriate, and ensure that all my/our children are trained in the skills and competencies necessary for work.

5. Protect my/out children from abuse and neglect and have access to quality child care if appropriate

6. Preserve my/our children in my/our family or actively work to reunify my/our children.

7. Provide emotional and social support and my/our children will participate in early childhood education program, including Head Start and State Preschool Programs if appropriate.

This signed consent form will remain in effect for the duration of my/our family's participating in the FPP.

_____	_____
Signature(s) of parent(s)/guardian(s)	Date of signature(s)
_____	_____
Signature(s) of child(ren)	Date of signature(s)
_____	_____
CSW's signature	Date of signature

EXHIBIT APSS-1

ADOPTION PROMOTION & SUPPORT SERVICES INTAKE/EXIT FORM

Form should be initiated at time of intake by agency staff and completed at time of discharge/termination. If family/child is referred to another APSS provider located in another SPA this form should be faxed to the receiving provider, DCFS Referral Liaison, and DCFS Children's Social Worker. Receiving APSS provider should initiate a new Intake/Exit form and keep original on file.

Section A. Agency Information		Date:
Agency ID #/State ID/Serial #:	Agency Name:	
Completed by:	Telephone:	Reporting Status: ☐ Opening Information Only ☐ Closing Information Included
Referral Made By: ☐DCFS	☐Other APSS Agency Agency Name:	

Section B. Consumer (Client) Information						
Services for:	☐Child Not In Match	☐Child In Match	☐Adoptive Family In Match	☐Family Not In Match	☐Child & Family in Match	☐PAS Child and/or Family

Parent/Applicant 1:		(c) Indicate highest grade or level completed.
Name:	DOB:	☐ Elementary School (Grades 1-8) ☐ GED ☐ High School ☐ Some College ☐ Collage Degree ☐Graduate Deg. ☐ Vocational School
(a) Ethnicity.☐ White☐ African-American☐ Native American☐ Latino☐ Asian ☐ Pacific Islander ☐ Other_____		
(b) Marital Status.☐ Single-Never Married☐ Married ☐ Separated☐ Divorced ☐ Unknown☐ Cohabiting☐ Widowed		
Parent/Applicant 2:		(c) Indicate highest grade or level completed.
Name:	DOB:	☐ Elementary School (Grades 1-8) ☐ GED ☐ High School ☐ Some College ☐ Collage Degree ☐Graduate Deg. ☐ Vocational School
(a) Ethnicity.☐ White☐ African-American☐ Native American☐ Latino☐ Asian ☐ Pacific Islander ☐ Other_____		
(b) Marital Status.☐ Single-Never Married☐ Married ☐ Separated☐ Divorced ☐ Unknown☐ Cohabiting☐ Widowed		

Address (Including Apt. #)	
City/State/Zip:	Primary Language Spoken in Home:

Section C. Household Income Complete both (a) and (b).	
(a)Source(s). Check all that apply. ☐ Full-time employment ☐ Part-time employment ☐ TANF ☐ Child support ☐ SSI - Supplemental Security Income ☐ SS - Social Security Benefits ☐ Private Disability Insurance ☐ AAP-Adoption Assistance Payment ☐ VA – Veteran's Administration ☐ Foster Care Payments ☐ Other. Describe:	(b)Estimated monthly income from all sources that support household. Check one. ☐ Less than $700 per month ☐ $1,000 - $1,999 ☐ $2,000 - $2,999 ☐ $3,000 - $3,999 ☐ $4,000 or more

Section D. Child Information

State ID #	Last Name	First Name	DOB	Gender (M/F)

Sibling Information:		
Does child have siblings? ☐ Yes ☐ No	If yes, is child placed with a sibling(s) ☐Yes ☐ No	If yes, is sibling ☐under DCFS supervision ☐ adopted ☐ visiting

Education Information:			
Grade:	IEP on File: ☐Yes ☐No	Receiving Special Education Services ☐Yes ☐ No	If no, would child benefit from Special Education ☐Yes ☐ No

Mental Health Information:		
Is child in therapy? ☐Yes ☐ No	If Yes, therapist Name & #:	DSM Diagnosis: ☐N/A
Psychotropic Med? ☐ Yes ☐ No	If Yes, Name & Dosage:	

TO BE FILED IN INDIVIDUAL CASE RECORD

EXHIBIT APSS-1

ADOPTION PROMOTION & SUPPORT SERVICES INTAKE/EXIT FORM

Section E. Information on Others Adults Living in Household

*	First Name	Last Name	Gender	Date of Birth	Relation***
☐					
☐					

Section E. Information on Children Living in Household

*	First Name	Last Name	Gender	Date of Birth	Education Level **	Relation***
☐						
☐						
☐						
☐						

* Check box if adult/child will be recipient of direct services

** **Education Level** Indicate level for each child
N-Not in School I-Infant/Toddler.(0-2 years) P-Preschooler (3-5 years)
E-Elementary School (Grades K-8) H-High School C-College/Vocational

*** **Relation** select code that best describes the relationship
B-Biological Parent G-Grandparent S-Sibling
N-Non-relative Extended Family O-Other

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

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

SECTION H. Preliminary Assessment of Services Needed In Addition To Case Management Services

☐ 01 Individual Therapy
☐ 02 Group Therapy
☐ 03 Family Therapy
☐ 04 Mentor for Child
☐ 05 Mentor for Parent/Applicant
☐ 06 Support Group for Child
☐ 07 Support Group for Parent/Applicant
☐ 08 Linkage (specify)_____

Section I. Exit/Termination Information

Termination Reason: ☐Achieved Goals ☐Family Moved ☐ Non-Compliance-Agency Initiated (DCFS Approved) ☐ Non-Compliance-Family Initiated ☐ Other:

Termination Date:	If Family Moved Was Referral Sent to Another APSS Agency? ☐Yes ☐ No	If Yes, Name of Agency: Referral Fax Date:
If No, Why?	Prior to Referral Was There A Case Conference? ☐ Yes ☐ No Date:	

The Following Outcomes Were Achieved (Check All That Apply) (This section to be completed even if family/child is being referred to another APSS provider)

☐ Child with alternative permanent plan of adoption decided to pursue adoption
☐ Child matched with adoptive family. At time of referral ☐child was hesitant about adoption ☐child was not hesitant about adoption. Relative Adoption ☐Yes ☐ No
☐ Child adoptively placed with adoptive family? At time of referral ☐child was hesitant about adoption ☐child was not hesitant about adoption. Relative Adoption ☐Yes ☐ No
☐ Family situation stabilized & family/child decided to continue with adoption process. At time of referral ☐ child was placed in home ☐ placed in home & adoption papers signed
☐ Family who was involved in PS-MAPP graduated
☐ Family completed adoption homestudy. At time of referral ☐family already completed PS-MAPP ☐ in the process of attending PS-MAPP ☐ did not start PS-MAPP
☐ Family matched with child. At time of referral ☐family already completed PS-MAPP ☐ in the process of attending PS-MAPP ☐ did not start PS-MAPP
☐ Family had child placed in home. At time of referral ☐family already completed PS-MAPP ☐ in the process of attending PS-MAPP ☐ did not start PS-MAPP
☐ Adoption papers signed. At time of referral ☐family already completed PS-MAPP ☐ in the process of attending PS-MAPP ☐ did not start PS-MAPP☐ child in home/fostercare
☐ Services provided to child/family whose adoption was finalized and situation stabilized.

EXHIBIT APSS-2

COUNTY OF LOS ANGLES * DEPARTMENT OF CHILDREN AND FAMILY SERVICES

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL - SERVICE AUTHORIZATION

A. APPLICANT INFORMATION (Print information in the blank spaces provided)

DCFS APPLICANT CASE # A	LANGUAGE: ☐ ENGLISH ☐ SPANISH ☐ OTHER:			
APPLICANT NAME: LAST	FIRST		ETHNICITY:	DATE OF BIRTH / /
APPLICANT NAME: LAST	FIRST		ETHNICITY:	DATE OF BIRTH / /
ADDRESS: STREET	CITY:	STATE: CA	ZIP CODE:	TELEPHONE NO.: ( ) -

APPLICANT(S) ARE IN THE FOLLOWING ADOPTION STAGE

☐PRE-PSMAPP ☐ATTENDING PS-MAPP ☐POST PS-MAPP-HOME STUDY (HS) IN PROGRESS

☐HS COMPLETE:PRE-PREMATCH ☐MATCHED-PREPLACEMENT ☐HS COMPLETE-CHILD IN HOME PRE-ADOP PAPER SIGNING

☐CHILD IN HOME-ADOP PAPERS SIGNED ☐CHILD IN HOME-ADOP. FINALIZED

B. CHILD INFORMATION

I D #	NAME: LAST	FIRST	DOB	M/F	OPEN DCFS

CHILD(REN) ARE IN THE FOLLOWING ADOPTION STAGE

☐HESITANT ABOUT ADOPTION ☐ PRE-MATCH ☐MATCHED:PRE-PLACEMENT ☐PLACED-PRE-ADOP PAPER SIGNING

☐CHILD IN HOME-ADOP PAPERS SIGNED ☐CHILD IN HOME – ADOPTION FINALIZED

DATE CHILD(REN) PLACED IN HOME:	DATE ADOPTION PLACEMENT PAPERS SIGNED:

C. DCFS STAFF INFORMATION

CSW NAME: LAST	FIRST	CSW FILE NO.:	
CSW PHONE NO.:	CSW FAX NO.:	REGION	OFFICE:
SCSW NAME: LAST	FIRST	SCSW PHONE NO.:	
ARA NAME: LAST	FIRST	ARA PHONE NO.:	
LIAISON NAME: LAST	FIRST	LIAISON PHONE NO.:	LIAISON FAX NO.:

D. ACTION (Complete appropriate section(s))

REFERRAL BEING MADE TO:	☐ PREVENT PLACEMENT(S)	☐ FACILITATE REUNIFICATION	☐ ADOPTIVE PLACEMENT	☐ COURT ORDERED
☐ **START**	☐ **TERMINATE**	☐ **TRANSFER TO NEW LEAD AGENCY**		☐ CORRECTION

EXHIBIT APSS-2

COUNTY OF LOS ANGLES * DEPARTMENT OF CHILDREN AND FAMILY SERVICES

ADOPTION PROMOTION & SUPPORT SERVICES REFERRAL - SERVICE AUTHORIZATION

EFFECTIVE DATE: _____ (APPSS AGENCY MUST CONSULT WITH CSW PRIOR TO SUBMITTING)		☐ CHANGE TO
NEW LEAD AGENCY:	**PREVIOUS LEAD AGENCY:**	EFFECTIVE DATE: _____

E. REFERRAL INITIATED BY:	☐**GENERIC (FM/FR/PP)CSW**	☐**ADOPTION CSW**	☐**LEAD AGENCY**

IF CHILD IS PLACED IN HOME, CHILD'S NAME SHOULD BE USED AS CASE NAME

Case Name : _____ Case No. _____

G. PLEASE DESCRIBE THE PRESENTING PROBLEMS/AREAS OF CONCERN(IF CASE IS TRANSFERRED FROM ONE APSS AGENCY TO ANOTHER IDENTIFY ORIGINAL PRESENTING PROBLEMS/AREAS OF CONCERN AND ANY NEW PROBLEMS/AREAS OF CONCERN

H. PLEASE DESCRIBE THE FAMILY STRENGTHS (IF CASE IS TRANSFERRED FROM ONE AGENCY TO ANOTHER IDENTIFY PROGRESS)

I. PRELIMINARY ASSESSMENT OF SERVICES NEEDED IN ADDITION TO CASE MANAGEMENT SERVICE:

☐ O1 INDIVIDUAL THERAPY	☐ 04 SUPPORT GROUP FOR CHILD	☐ 07 SUPPORT GROUP FOR PARENT/APPLICANT
☐ 02 GROUP THERAPY	☐ 05 MENTOR FOR CHILD	
☐ 03 FAMILY THERAPY	☐ 06 MENTOR FOR PARENT/APPLICANT	☐ 08 LINKAGE SERVICE

J. ☐ GOALS or ☐ OUTCOMES or ☐ TERMINATION NOTES (APPS AGENCY ATTACH INTAKE/EXIT FORM)

K. SIGNATURES

CSW SIGNATURE	DATE	CDC SIGNATURE	DATE
SCSW SIGNATURE	DATE	ARA SIGNATURE	DATE

APPS CASE MANAGER SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE

Adoption Promotion and Support Services
Monthly Summary Report (A)

EXHIBIT APSS-3a

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

Newly Served During Report Month	Child not in match	Child in Match	Adoptive Family in Match	Family Not in Match	Child and Family in Match	PAS Child and or Family	Total Services Provided
01 Individual Therapy							
02 Group Therapy							
03 Family Therapy							
04 Mentor for Child							
05 Mentor for Parent/Applicant							
06 Support Group for Child							
07 Support Group for Parent/App							
08.1 Linkage -Child Care Services							
08.2 Linkage - Health Care Serv.							
08.3 Linkage - Mental Health Serv.							
08.4 Linkage - Physical and Deve.							
08.5 Linkage - Regional Center S.							
08.6 Linkage - Educational Serv.							
08.7 Linkage - Special Education							
08.8 Linkage - Subst. Adult Role							
08.9 Linkage - Income Support S.							
08.10 Linkage - Transporation S.							
Total Individuals							
Continuing Services From Prior Report Month(s)	**Child not in match**	**Child in Match**	**Adoptive Family in Match**	**Family Not in Match**	**Child and Family in Match**	**PAS Child and or Family**	**Total Services Provided**
01 Individual Therapy							
02 Group Therapy							
03 Family Therapy							
04 Mentor for Child							
05 Mentor for Parent/Applicant							
06 Support Group for Child							
07 Support Group for Parent/App							
08.1 Linkage -Child Care Services							
08.2 Linkage - Health Care Serv.							
08.3 Linkage - Mental Health Serv.							
08.4 Linkage - Physical and Deve.							
08.5 Linkage - Regional Center S.							
08.6 Linkage - Educational Serv.							
08.7 Linkage - Special Education							
08.8 Linkage - Subst. Adult Role							
08.9 Linkage - Income Support S.							
08.10 Linkage - Transporation S.							
Total Individuals							

Completing Services During Report Month	Child not in match	Child in Match	Adoptive Family in Match	Family Not in Match	Child and Family in Match	PAS Child and or Family	Total Services Provided
01 Individual Therapy							
02 Group Therapy							
03 Family Therapy							
04 Mentor for Child							
05 Mentor for Parent/Applicant							
06 Support Group for Child							
07 Support Group for Parent/App							
08.1 Linkage -Child Care Services							
08.2 Linkage - Health Care Serv.							
08.3 Linkage - Mental Health Serv.							
08.4 Linkage - Physical and Deve.							
08.5 Linkage - Regional Center S.							
08.6 Linkage - Educational Serv.							
08.7 Linkage - Special Education							
08.8 Linkage - Subst. Adult Role							
08.9 Linkage - Income Support S.							
08.10 Linkage - Transporation S.							
Total Individuals							
Terminating Services During Report Month	**Child not in match**	**Child in Match**	**Adoptive Family in Match**	**Family Not in Match**	**Child and Family in Match**	**PAS Child and or Family**	**Total Services Provided**
01 Individual Therapy							
02 Group Therapy							
03 Family Therapy							
04 Mentor for Child							
05 Mentor for Parent/Applicant							
06 Support Group for Child							
07 Support Group for Parent/App							
08.1 Linkage -Child Care Services							
08.2 Linkage - Health Care Serv.							
08.3 Linkage - Mental Health Serv.							
08.4 Linkage - Physical and Deve.							
08.5 Linkage - Regional Center S.							
08.6 Linkage - Educational Serv.							
08.7 Linkage - Special Education							
08.8 Linkage - Subst. Adult Role							
08.9 Linkage - Income Support S.							
08.10 Linkage - Transporation S.							
Total Individuals							

Please attach an additional page to provide any relevant details to questions 1, 2 or 3.		**Circle One**
1. Were there any administrative or staff changes during the report month?		Yes No
2. Did staff participate in any training during the report month?		Yes No
3. Are program services/components on target, with respect to delivery, participants or costs?		Yes No

	Monthly Dollar Cost	# of Adults Served	# of Children Served
Therapy			
Support Groupgs			
Mentoring			
Case Management			
Linkage			
Total			
*Families consist of one or more individuals (i.e. an adult, teen o			

EXHIBIT APSS-3b

ADOPTION PROMOTION AND SUPPORT SERVICES MONTHLY SUMMARY REPORT (B)

REPORT MONTH: _____ COMPLETED BY: _____

REPORT YEAR: _____ TELEPHONE: _____

AGENCY NAME: _____ FAX: _____

ADDRESS: EMAIL:

	State ID# or Agency Family #	Last Name	First Name	Date of Birth	Person ID Code	Ethnicity	Address	City	Zip Code	Service Category	Service Start Date	Service Completion Date	Service Termination Date
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													

Person ID Code
Adopt Son = 1
Adopt Daug =2
Birth Son = 3
Birth Daug = 4
Father = 5
Mother = 6

Ethnicity Legend
White=1
African American=2
Hispanic=3
Central/South American=4
Asian/Pacific Islander=5
Other=6

Services Legend
Individual Therapy=1
Group Therapy=2
Family Therapy=3
Mentor for Child=4
Mentor for Parent/Applicant=5
Support Group for Child=6
Support Group for Parent/Applicant = 7
Linkage = 8

Copy and complete additional pages as needed.

Adoption Promotion and Support Services
Service Authorization
Monthly Summary Report (C)

EXHIBIT APSS-3c

Report Month: _____ Completed By: _____
Report Year: _____ Phone: _____
Agency Name: _____ Fax: _____
Agency Address: Email:

Service	Individual Therapy	Group Therapy	Family Therapy	Support Group - Child	Mentor for Child	Mentor for Parent Applicant	Support Group Parent Applicant
Adoption Stage - Applicants							
Pre-PSMAPP							
Attending PSMAPP							
Post PSMAPP (AHS in Progress)							
HS Complete (Pre-prematch)							
Matched Preplacement							
HS complete - Child in home Pre-Adop Paper							
Child in Home - Adoptive Placement signed							
Child in Home - Adoption Finalized							
Adoption Stage - Child							
Hesitant about Adoption							
Pre-Match							
Matched: Pre-placement							
Placed: Pre-Adop Paper Signing							
Child in Home - Adop Papers Signed							
Child in Home - Adop. Finalized.							

EXHIBIT APSS-4

Adoption Promotion & Support Services Customer Satisfaction Survey

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

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

Ethnicity:
African American☐ Asian/Pacific Islander☐ Caucasian Hispanic/Latino☐ Native American/AlaskanNative☐ Other☐

Head of Household: Single Female Parent☐ Single Male Parent☐ Couple☐

Adoption History: Currently in PS-MAPP☐ Homestudy Complete☐ Matched with Child☐ Child in Home☐
Adoption Papers Signed☐ Adoption Finalized☐ Adopting Relative☐ Adopting Siblings☐ Previously Adopted ☐

Part 1. Instructions: *From the list below mark all the services that you have received..*

Individual Therapy☐ Family Therapy☐ Group Therapy☐ Support Group☐ Mentoring ☐ Other_____☐

How many months have you been receiving services:_____

Part 2. Instructions: *Please read the following attributes and rate your level of satisfaction with the services you received*

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

Part 3. Instructions: *Please read the following questions and answer them as honestly as possible.*

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

Why/Why Not?_____

_____

EXHIBIT APSS-4

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

_____

_____

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

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

_____
Full Name (First and Last) Telephone No. Time when you can be reached

10. Any other comments?

_____

_____

_____

_____

_____

_____

_____

EXHIBIT APSS-4

Adoption Promotion & Support Services
Adolescent Customer Satisfaction Survey

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

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

Ethnicity:
African American☐ Asian/Pacific Islander☐ Caucasian Hispanic/Latino☐ Native American/AlaskanNative☐ Other☐

Adoption History: Matched with Family☐ Placed in Adoptive Home☐ Adoption Papers Signed☐ Adoption Finalized☐ Adopted by Relative☐ Adopted with Siblings☐

Part 1. Instructions: *From the list below mark all the services that you have received..*

Individual Therapy☐ Family Therapy☐ Group Therapy☐ Support Group☐ Mentoring ☐ Other_____☐

How many months have you been receiving services:_____

Part 2. Instructions: *Please read the following attributes and rate your level of satisfaction with the services you received*

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

Part 3. Instructions: *Please read the following questions and answer them as honestly as possible.*

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

Why/Why Not?_____

_____

EXHIBIT APSS-4

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

_____

_____

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

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

_____
Full Name (First and Last) Telephone No. Time when you can be reached

10. Any other comments?

_____

_____

_____

_____

_____

_____

_____

EXHIBIT APSS-5
SAMPLE

ADOPTION PROMOTION & SUPPORT SERVICES (APSS)
Monthly Reimbursement Invoice

Agency: _____

Address: _____
Contact Person: _____
Phone: _____
SPA#: _____
Email: _____

Invoice #: _____
Date of Invoice: _____
Billing Month: _____
Contract Period: _____
Annual Contract Amount: _____

APSS Services		Annual Budget (a)	Actual Monthly Expenditure (b)	Actual Y-T-D Expenditures (c)	Available Unexpended Budget (d=[a-c])
1. Salaries & Wages					
2. Employee Benefits					
3. Staff Mileage/Travel					
4. Equipment					
5. Supplies					
6. Rent/Lease space					
7. Utilities					
8. Consultants/Subcontractors					
9. Other costs					
10. Indirect costs					
TOTAL					
Service Category	**Pin Code**				
A. APSS Services					
TOTAL		$ -	$ -	$ -	$ -

Request for Reimbursement $ -

CERTIFICATION:
I certify that I am duly appointed, qualified and acting officer of the herein-named claimant; that the costs being claimed herein are in all respect true, correct and in accordance with the contract provisions; that the funds were expended or obligated during the contract period; and that the net amount claim has not been previously presented to or reimbursed through the Department of Children and Family Services. The undersigned hereby certifies (1) that no more than 10% of the APSS funding being provided under this contract are administrative costs, defined as (a) usual and recognized overhead, including established indirect types of program support such as quality control, and related activities, and (2) that the program narrative includes sufficient detail concerning the administrative componets of budget line items, in order to adequately demonstrate that the administrative costs do not exceed 10%.

Name:_____ Signature:_____ Date:_____
Print Name Agency Representative

DCFS PROGRAM MANAGER USE ONLY

Approved By: Signature: Date:
(Print Name)

EXHIBIT APSS-6

COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

COUNTY PROGRAM DIRECTOR:

Name: Trish Ploehn, County Program Director
Title: Deputy Director, Service Bureau 1
Address: 10355 Slusher Drive, Santa Fe Springs, California 90670

Telephone: (562) 903-5122
Facsimile: (562) 941-7219
E-Mail Address: ploehta@dcfs.co.la.ca.us

COUNTY PROGRAM MANAGER:

Name: Naftali Sampson
Title: Contract Program Manager
Address: 3075 Wilshire Boulevard, Los Angeles, California 90010

Telephone: (213) 639-4820
Facsimile: (231) 639-1335
E-Mail Address: sampsn@dcfs.co.la.ca.us

COUNTY CONTRACT PROGRAM MONITOR:

Name: Naftali Sampson
Title: Contract Program Manager
Address: 3075 Wilshire Boulevard, Los Angeles, California 90010

Telephone: (213) 639-4820
Facsimile: (231) 639-1335
E-Mail Address: sampsn@dcfs.co.la.ca.us

PART I – SUPPLEMENTAL INFORMATION

SUPPLEMENTAL INFORMATION A – Proposal Checklist (not a required Form)

PROPOSAL CHECKLIST

(Not a Required Form)

SECTION I

_____ Cover Letter with Attachment G

_____ Table of Contents (immediately follows cover letter)

_____ Executive Summary

_____ Explanation of Experience

_____ Certification of "No Conflict of Interest" (Form 1)

_____ Offer to Perform and Acceptance of Terms and Conditions (Form 2)

_____ List of Subcontractors (Form 3)

_____ Certification Regarding Lobbying (Form 4)

_____ Proposer's/Offeror's EEO Certification (Form 5)

_____ Community Business Enterprise Form (CBE) (Form 6)

_____ Current Members of Board of Directors/Other Agencies (Form 7)

_____ Board of Director's Resolution (non-public proposer) (Form 8)

_____ Recent Performance History (Form 9)

_____ Proposer Involvement in Litigation/Contract Compliance Difficulties (Form 10)

_____ Attestation of Willingness to Consider GAIN/GROW Participants (Form 11)

_____ Jury Service Program (Form 12)

_____ Proposer's Certification (Form 13)

_____ Agency By-Laws

_____ Tax Status

_____ Organizational Data

_____ Licenses and Permits

_____ Proof of Insurability

_____ Registration in County's WebVen

_____ Contractor Joint Ventures and/or Partners

_____ Contractor's Administration (Form 14)

SECTION I-A

_____ FS Service Delivery Sites (Form FS-1)

or

_____ FP Service Delivery Sites (Form FP-1)

or

_____ APSS Service Delivery Sites (Form APSS-1)

SECTION II

_____ Section II of the proposal shall be the Proposal Narrative and must not exceed fifteen (15) single-sided, single-spaced pages.

SECTION III

_____ Section III of the proposal shall be the Program Specific Narrative and must not exceed ten (10) single-sided, single-spaced pages.

SECTION IV

_____ Section IV of the proposal shall be the Quality Assurance Plan and must not exceed ten (10) single-sided, single-spaced pages.

SECTION V

_____ Proposed Budget

_____ Agency-Wide Cost Allocation Plan

_____ Audited Financial Statements (Include Balance Sheets, Income Statements, and Retained Earnings Statements)

_____ Certification of Independent Price Determination (Form 15)

_____ Certification of Fiscal Compliance (Form 16)

_____ Revenue Disclosure (Form 17)

_____ Proposer's Certification of Ownership and Financial Interest in any other Business (Form 18)

_____ Proposer's Commitments (Form 19)

LAST PAGE OF PROPOSAL

_____ Last Page of Proposal