



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SOUTH BAY CENTER FOR COUNSELING**

**FOR**

**PREVENTION AND AFTERCARE**

**CONTRACT NUMBER 21-03-08**  
**CFDA No. 93.556**

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

**TABLE OF CONTENTS**

Section Number and Title	Page
<b>RECITALS</b> .....	<b>1</b>
<b>1 APPLICABLE DOCUMENTS</b> .....	<b>1</b>
<b>2 DEFINITIONS</b> .....	<b>3</b>
<b>3 WORK</b> .....	<b>4</b>
<b>4 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5 CONTRACT SUM</b> .....	<b>5</b>
5.1 Total Contract Sum.....	5
5.2 Written Approval for Reimbursement.....	5
5.3 Notification of 75% of Total Contract Sum .....	5
5.4 No Payment for Services Provided Following Expiration-Termination of Contract .....	6
5.5 Invoices and Payments.....	6
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	10
<b>6 ADMINISTRATION OF CONTRACT- COUNTY</b> .....	<b>11</b>
6.1 COUNTY Administration .....	11
6.2 COUNTY Program Director .....	11
6.3 COUNTY Program Manager.....	11
6.4 COUNTY Contract Program Monitor.....	12
<b>7 ADMINISTRATION OF CONTRACT-CONTRACTOR</b> .....	<b>12</b>
7.1 CONTRACTOR Administration.....	12
7.2 CONTRACTOR'S Program Manager.....	12
7.3 Approval of CONTRACTOR'S Staff.....	13
7.4 CONTRACTOR'S Staff Identification .....	13
7.5 Background and Security Investigations .....	13
7.6 Confidentiality .....	14
<b>8 STANDARD TERMS AND CONDITIONS</b> .....	<b>16</b>
8.1 Amendments.....	16
8.2 Assignment and Delegation/Mergers or Acquisitions.....	17
8.3 Authorization Warranty .....	18
8.4 Budget Reductions .....	18
8.5 Complaints.....	18

## TABLE OF CONTENTS

Section Number and Title	Page
8.6 Compliance with Applicable Law .....	19
8.7 Compliance with Civil Rights Laws .....	20
8.8 Compliance with the COUNTY'S Jury Service Program .....	21
8.9 Conflict of Interest.....	23
8.10 Consideration of Hiring COUNTY Employees Targeted for Layoff or Re-Employment List .....	23
8.11 Consideration of Hiring GAIN-GROW Participants .....	23
8.12 CONTRACTOR Responsibility and Debarment.....	24
8.13 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to Safely Surrendered Baby Law .....	27
8.14 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program .....	27
8.15 COUNTY'S Quality Assurance Plan .....	28
8.16 Damage to COUNTY Facilities, Buildings or Grounds.....	28
8.17 Employment Eligibility Verification .....	28
8.18 Counterparts and Electronic Signatures and Representations .....	29
8.19 Fair Labor Standards .....	29
8.20 Force Majeure.....	30
8.21 Governing Law, Jurisdiction, and Venue.....	30
8.22 Independent CONTRACTOR Status .....	30
8.23 Indemnification.....	31
8.24 General Provisions for all Insurance Coverage.....	32
8.25 Insurance Coverage .....	37
8.26 Liquidated Damages.....	39
8.27 Most Favored Public Entity .....	40
8.28 Nondiscrimination and Affirmative Action.....	40
8.29 Non Exclusivity .....	42
8.30 Notice of Delays.....	42
8.31 Notice of Disputes.....	42
8.32 Notice to Employees Regarding the Federal Earned Income Credit.....	42
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	43
8.34 Notices.....	43
8.35 Prohibition Against Inducement or Persuasion .....	43
8.36 Public Records Act .....	43
8.37 Publicity .....	44

**TABLE OF CONTENTS**

<b>Section Number and Title</b>	<b>Page</b>
8.38 Record Retention and Inspection-Audit Settlement .....	45
8.39 Recycled Bond Paper .....	46
8.40 Subcontracting.....	46
8.41 Termination for Breach of Warranty to Maintain Compliance with COUNTY’S Child Support Compliance Program .....	49
8.42 Termination for Convenience.....	49
8.43 Termination for Default .....	50
8.44 Termination for Improper Consideration .....	52
8.45 Termination for Insolvency.....	52
8.46 Termination for Non-Adherence of COUNTY Lobbyist Ordinance.....	53
8.47 Termination for Non-Appropriation of Funds.....	53
8.48 Validity .....	54
8.49 Waiver.....	54
8.50 Warranty Against Contingent Fees .....	54
8.51 Warranty of Compliance with COUNTY’S Defaulted Property Tax Reduction Program.....	54
8.52 Termination for Breach of Warranty to Maintain Compliance with COUNTY’S Defaulted Property Tax Reduction Program.....	55
8.53 Time off for Voting .....	55
8.54 Compliance with COUNTY’S Zero Tolerance Policy on Human Trafficking .....	55
8.55 Intentionally Omitted .....	56
8.56 Compliance with Fair Chance Employment Practices .....	56
8.57 Compliance with the COUNTY Policy of Equity .....	56
8.58 Prohibition from Participation in Future Solicitations.....	56
<b>9 UNIQUE TERMS AND CONDITIONS .....</b>	<b>57</b>
9.1 Ownership of Materials, Software and Copyright.....	57
9.2 Patent, Copyright and Trade Secret Indemnification .....	58
9.3 CONTRACTOR’S Charitable Activities Compliance .....	59
9.4 Data Destruction .....	59
9.5 CONTRACTOR Protection of Electronic COUNTY Information.....	60
9.6 Contract Accounting and Financial Reporting.....	61
9.7 CONTRACTOR Alert Reporting Database .....	61
9.8 Child Abuse Prevention Reporting.....	61
9.9 Conduct of Program.....	62



**TABLE OF CONTENTS**

<b>Section Number and Title</b>	<b>Page</b>
9.10 Employee Benefits and Taxes .....	62
9.11 Fixed Assets .....	63
9.12 Former Foster Youth Consideration.....	63
9.13 Office Location.....	64
9.14 Hours of Operation .....	64
9.15 Contract Negotiations .....	65
9.16 Contract Mandatory Orientation.....	65
9.17 Contract Mandatory Meetings.....	65
9.18 Shred Documents .....	66
9.19 Use of Funds .....	66
9.20 State Energy Conservation Plan.....	66
<b>SIGNATURES</b> .....	<b>67</b>

## TABLE OF CONTENTS

Section Number and Title	Page
<b><u>STANDARD EXHIBITS</u></b>	
A	STATEMENT OF WORK
B	LINE ITEM BUDGET
C	BUDGET NARRATIVE
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
G1	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
G2	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
G3	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
H	JURY SERVICE ORDINANCE
I	SAFELY SURRENDERED BABY LAW
J	AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
K	INTERNAL REVENUE SERVICE NOTICE 1015
L	USER COMPLAINT REPORT (UCR)
M	CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SOUTH BAY CENTER FOR COUNSELING  
FOR  
PREVENTION AND AFTERCARE**

This Contract ("Contract") made and entered into this 1st day of March, 2021, by and between the County of Los Angeles, hereinafter referred to as COUNTY and South Bay Center for Counseling, hereinafter referred to as "CONTRACTOR." South Bay Center for Counseling is located at 540 North Marine Avenue, Wilmington, CA 90744, providing services in Service Planning Area (SPA) 8.

**RECITALS**

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

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

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

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

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

**1 APPLICABLE DOCUMENTS**

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

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

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

- 1.4 This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract.

## 2 DEFINITIONS

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

- 2.1 **Contract:** This agreement executed between COUNTY and CONTRACTOR. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.2 **CONTRACTOR:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the COUNTY to perform or execute the work covered by this contract.
- 2.3 **COUNTY:** means the Department of Children and Family Services on behalf of the COUNTY of Los Angeles and its Board of Supervisors.
- 2.4 **COUNTY'S Program Manager (CPM):** means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **DCFS:** means COUNTY'S Department of Children and Family Services
- 2.7 **Director:** means COUNTY'S Director of Children and Family Services or his authorized designee.
- 2.8 **Fiscal Year(s):** means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.9 **Program:** means the work to be performed by CONTRACTOR as defined in Exhibit A - Statement of Work.

- 2.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.11 **Subcontract:** An agreement by the CONTRACTOR to employ a Subcontractor to provide services to fulfill this contract.
- 2.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to CONTRACTOR in furtherance of CONTRACTOR'S performance of this contract, at any tier, under oral or written agreement.

### **3 WORK**

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

### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for an initial 16-month term commencing after the date of execution by the Director of DCFS, unless terminated sooner or extended, in whole or in part, as provided in this Contract.
- 4.2 The COUNTY shall have the sole option to extend this Contract term for up to three additional one-year periods and one 6-month period from July 1, 2022 through December 31, 2025. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS by Amendment or written notice to the CONTRACTOR, provided that approval from COUNTY Counsel is obtained prior to executing such amendment.

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

- 4.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 4.4 The CONTRACTOR shall notify DCFS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR prior to the expiration of the contract term, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 The Maximum Annual Contract Sum for this Contract is \$2,020,906.35.

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

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

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

- 5.3.1 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total

contract sum under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit E - COUNTY'S Administration.

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

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

#### **5.5 Invoices and Payments**

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in Exhibit B (Line Item Budget) and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with Exhibit B – (Line Item Budget).

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.



5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted with two (2) copies to the following address:

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

5.5.6 **COUNTY Approval of Invoices**

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

5.5.7 CONTRACTOR shall submit a monthly invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoice submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR'S final invoice.

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

Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), title 2, part 200.

- 5.5.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the COUNTY Auditor Controller.
- 5.5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY'S election against future payments due to the CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Annual Contract Sum for said Contract year.
- 5.5.13 Suspension and Withholding of Payment: in addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports

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

- 5.5.14 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B, Line Item Budget, for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.16 CONTRACTOR'S Budget is attached hereto and incorporated by reference herein as Exhibit B, Line Item Budget and Exhibit C, Budget Narrative. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 5.5.17 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions shall not result in any increase in the Maximum Annual

Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

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

5.5.19 **Incentive Payment**

Provision to be developed contingent upon funding availability.

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

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

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

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

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

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

6.1.1 A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit E - COUNTY'S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

### **6.2 COUNTY Program Director**

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

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

### **6.3 COUNTY Program Manager**

6.3.1 The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR'S Program Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; however, in no event shall CONTRACTOR'S obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby.

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

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

#### **6.4 COUNTY Contract Program Monitor**

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

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR Administration**

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

### **7.2 CONTRACTOR'S Program Manager**

7.2.1 The CONTRACTOR'S Program Manager is designated in Exhibit F - CONTRACTOR'S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Program Manager.

7.2.2 The CONTRACTOR'S Program Manager shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall meet and coordinate

with COUNTY'S Program Manager and COUNTY'S Contract Program Monitor on a regular basis.

### **7.3 Approval of CONTRACTOR'S Staff**

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

### **7.4 CONTRACTOR'S Staff Identification**

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

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

7.5.1 Each of CONTRACTOR'S staff performing services under this Contract, who is in a designated sensitive position, as determined by COUNTY in COUNTY'S sole discretion, shall undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless of whether the member of CONTRACTOR'S staff passes or fails the background investigation.

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

7.5.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of

CONTRACTOR'S staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

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

## **7.6 Confidentiality**

- 7.6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or



Subcontractors, to comply with this Section 7.6, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Section 7.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

- 7.6.3 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 CONTRACTOR shall sign and adhere to the provisions of the "CONTRACTOR Acknowledgement and Confidentiality Agreement," Exhibit G1.
- 7.6.5 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3, "CONTRACTOR'S Non-Employee Acknowledgement and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or

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

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the DCFS Director, or his/her designee.
- 8.1.2 The COUNTY'S Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY'S Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the DCFS Director, or his/her designee.
- 8.1.3 The DCFS Director, or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Section 4 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the DCFS Director, or his/her designee.
- 8.1.4 The DCFS Director or designee may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- a) The Amendment shall be in compliance with applicable COUNTY, State, and federal regulations;

- b) The Board of Supervisors has appropriated sufficient funds in COUNTY'S budget; and
- c) The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum.

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

- 8.2.1 The CONTRACTOR shall notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.
- 8.2.2 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, COUNTY consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegatee or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.2.3 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations,

or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

8.5.1 The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

## 8.5.2 Complaint Procedures

- 8.5.2.1 Within five (5) business days after the Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 CONTRACTOR shall use the "User Complaint Report," Exhibit L, as part of their policy.
- 8.5.2.3 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.2.4 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 8.5.2.5 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.2.6 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.7 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.8 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

## 8.6 Compliance with Applicable Law

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

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

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

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

marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit D - CONTRACTOR'S EEO Certification.

## **8.8 Compliance with the COUNTY'S Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

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

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

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

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



## **8.9 Conflict of Interest**

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.

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

## **8.10 Consideration of Hiring COUNTY Employees Targeted for Layoff or Re-Employment List**

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

## **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the

COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN-GROW participants by job category to the CONTRACTOR. CONTRACTORs shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **8.12 CONTRACTOR Responsibility and Debarment**

### **8.12.1 Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORs.

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

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

### **8.12.3 Non-responsible CONTRACTOR**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: 1) violated a term of a

contract with the COUNTY or a nonprofit corporation created by the COUNTY, 2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.12.4 CONTRACTOR Hearing Board**

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

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

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

- 8.12.4.4 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 8.12.4.5 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where 1) the CONTRACTOR has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.12.5 Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.13 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to Safely Surrendered Baby Law**

8.13.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program**

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

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

to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S Quality Assurance Plan**

The COUNTY or its agent(s) will monitor the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate CONTRACTOR performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

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

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

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

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration

Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

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

### **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this subsection, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.22 Independent CONTRACTOR Status**

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant,



employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 8.22.4 The CONTRACTOR shall adhere to the provisions stated in Section 7.6 (Confidentiality).
- 8.22.5 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3 - CONTRACTOR'S Non-Employment Acknowledgement and Confidentiality Agreement."

## **8.23 Indemnification**

- 8.23.1 The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers (COUNTY Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this

Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnitees.

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

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

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

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

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the

CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any COUNTY required endorsement forms.

8.24.2.4 Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

COUNTY of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division, Section 2  
425 Shatto Place, Room 400  
Los Angeles, CA 90012  
Attention: Michelle Alconcel, Contract Analyst

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

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

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

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

CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

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

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from

said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

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

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

#### **8.24.7 CONTRACTOR'S Insurance Shall Be Primary**

CONTRACTOR'S insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

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

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

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

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR'S own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY'S prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

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

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

**8.25 Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

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

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

##### **8.25.4.2 Cyber Liability Insurance**

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



hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Coverage limits **may be decreased only with the written approval of the DCFS program manager** based upon the maximum number of sensitive records (e.g., Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each CONTRACTOR during each contract year.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the DCFS Director, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the DCFS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the DCFS Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the DCFS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DCFS Director, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the DCFS Director, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the DCFS Director, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be agreed upon at such time and the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be

deducted from the COUNTY'S payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in Section 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This Section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or Section 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D - CONTRACTOR'S EEO Certification.

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this Section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that

the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

8.31.1 The CONTRACTOR shall bring to the attention of the COUNTY'S Program Manager and/or COUNTY'S Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY'S Program Manager or COUNTY'S Program Director is not able to resolve the dispute, the DCFS Director, or his/her designee shall resolve it.

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

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

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

8.33.1 The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The information is set forth in Exhibit I, (Safely Surrendered Baby Law) of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - COUNTY'S Administration and F - CONTRACTOR'S Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The DCFS Director, or his/her designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

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

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to Section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such

documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

- 8.37.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

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

- 8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of

this Section 8.37 (Publicity) shall apply.

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

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

8.38.2 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the CONTRACTOR to comply with any of the provisions of this subsection 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 8.38.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 8.38.5 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to



subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

- 8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
  - 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 8.40.3 The CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the CONTRACTOR employees.
- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.40.6 The COUNTY'S Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.

8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, CONTRACTOR shall ensure delivery of all such documents to:

COUNTY of Los Angeles  
Department of Children and Family Services  
Prevention and Aftercare Program Manager  
3333 Wilshire Boulevard, Suite 820  
Los Angeles, CA 90010

8.40.9 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:

8.40.9.1 An executed Exhibit G2 - CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

8.40.9.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 8.25, Insurance Coverage Requirements, of this Contract.

8.40.9.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This tax Identification Number shall not be identical to the CONTRACTOR'S Tax Identification Number.

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

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

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

**8.41 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program**

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

**8.42 Termination for Convenience**

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by

the CONTRACTOR in accordance with Section 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Program Manager:

8.43.1.1 CONTRACTOR has materially breached this Contract; or

8.43.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Section 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

8.43.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions,

strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of Section 8.43 (Termination for Default) it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of Section 8.43 (Termination for Default) or that the default was excusable under the provisions of subsection 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the COUNTY provided in this Section 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.43.6 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in subsection 8.43.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of subsection 8.43.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the

CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, where under this Contract or otherwise.

- 8.43.7 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.23 (Indemnification).

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

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

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

- 8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or

cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.45.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

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

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

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

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

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

#### **8.51 Warranty of Compliance with COUNTY'S Defaulted Property Tax Reduction Program**

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

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and



during the term of this contract will maintain compliance, with Los Angeles COUNTY Code Chapter 2.206.

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

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

#### **8.53 Time Off for Voting**

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

#### **8.54 Compliance with COUNTY'S Zero Tolerance Policy on Human Trafficking**

CONTRACTOR acknowledges that the COUNTY has established a Zero Tolerance Policy on Human Trafficking prohibiting CONTRACTORS from engaging in human trafficking.

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

Disqualification of any member of CONTRACTOR'S staff pursuant to this Section shall not relieve CONTRACTOR of its obligation to

complete all work in accordance with the terms and conditions of this Contract.

**8.55 Intentionally Omitted**

**8.56 Compliance with Fair Chance Employment Practices**

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

**8.57 Compliance with the COUNTY Policy of Equity**

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

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

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

## **9 UNIQUE TERMS AND CONDITIONS**

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

- 9.1.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

- 9.1.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under subparagraph 9.1.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this Paragraph 9.1 shall survive the expiration or termination of this Contract.

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

- 9.2.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR'S work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.
- 9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:
- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.

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

### **9.3 CONTRACTOR'S Charitable Activities Compliance**

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

### **9.4 Data Destruction**

CONTRACTOR(s) and Vendor(s) that have maintained, processed, or stored the COUNTY of Los Angeles' ("COUNTY") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

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

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

Vendor shall certify that any COUNTY data stored on purchased, leased, or rented electronic storage equipment and electronic

devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide COUNTY with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all COUNTY data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.5 CONTRACTOR Protection of Electronic COUNTY Information**

### **9.5.1 Data Encryption**

CONTRACTOR and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

#### **a. Stored Data**

CONTRACTORS' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, USB flash drives, external hand drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### **b. Transmitted Data**

All transmitted (e.g. network) COUNTY, PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification

The COUNTY must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 9.5.1 (Data Encryption) shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

**9.6 Contract Accounting and Financial Reporting**

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

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

**9.7 CONTRACTOR Alert Reporting Database (CARD)**

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

**9.8 Child Abuse Prevention Reporting**

9.8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The

CONTRACTOR will remain with the child if imminent risk is present.

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

9.8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

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

9.8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.9 Conduct of Program**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of state and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated in Section 9.6.

## **9.10 Employee Benefits and Taxes**

9.10.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.



9.10.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

### **9.11 Fixed Assets**

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

### **9.12 Former Foster Youth Consideration**

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

COUNTY of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Emancipation Services Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

9.12.1.1 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for

application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

9.12.2 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **9.13 Office Location**

9.13.1 CONTRACTORS shall have an office location which will be convenient for the majority of clients living in their contracted SPA.

9.13.1.1 Within thirty (30) days of contract start date, CONTRACTORS shall have their required office location in place.

### **9.14 Hours of Operation**

9.14.1 CONTRACTOR'S service providers and delivery sites shall, to the extent possible, make services available during non-traditional hours to remove barriers, to family participation, CONTRACTOR shall adhere to the following hours of operations:

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

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

9.14.2 CONTRACTOR shall obtain approval from the COUNTY Program Manager prior to any modification of service provider and/or service delivery site hours.

9.14.3 CONTRACTOR shall submit to the COUNTY Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

9.14.4 CONTRACTOR'S Program Manager or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the COUNTY'S regular business hours of Monday through

Friday from 8:00 a.m. to 5:00 p.m. to respond to COUNTY inquiries and to discuss problem areas.

9.14.5 CONTRACTOR shall not be required to work on the following COUNTY Holidays.

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Cesar Chavez (Last Monday in March)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous Peoples Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving Day)
- Christmas Day (December 25)

9.14.6 CONTRACTOR shall obtain approval from the COUNTY Program manager prior to any service interruption that goes beyond the COUNTY Holidays listed in section 9.14.5 of this Contract.

### **9.15 Contract Negotiations**

CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

### **9.16 Contract Mandatory Orientation**

CONTRACTOR shall attend a mandatory orientation that will be provided by COUNTY within thirty (30) days of the Contract Start Date.

### **9.17 Contract Mandatory Meetings**

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

## **9.18 Shred Documents**

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

9.18.2 Documents for record and retention purposes in accordance with Subsection 8.38.1 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **9.19 Use of Funds**

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

## **9.20 State Energy Conservation Plan**

CONTRACTOR shall be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33USC 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

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

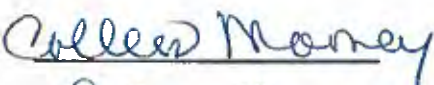
IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s)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

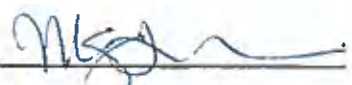
COUNTY OF LOS ANGELES

CONTRACTOR

SOUTH BAY CENTER FOR COUNSELING  
Name of Agency

By:   
Bobby D. Cagle, Director  
Department of Children and  
Family Services

By:   
Name: Colleen Momeny  
Title: Executive Director

By:   
Name: MARIA GUIA LOMIBAO  
Title: Director of Finance  
23-7340521  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RODRIGO A. CASTRO-SILVA, COUNTY COUNSEL

By:   
David Beaudet, Senior Deputy COUNTY Counsel



**STATEMENT OF WORK**

PREVENTION and AFTERCARE

## TABLE OF CONTENT

Section Number and Title	Page
<b>SECTION A – PREAMBLE</b>	<b>3</b>
<b>SECTION B – PROJECT FOUNDATION</b>	<b>3</b>
1.0 Purpose	3
2.0 Target Population	5
<b>SECTION C – SERVICE DESCRIPTION</b>	<b>5</b>
3.0 Scope of Work	5
4.0 DCFS Referral Process	6
5.0 Differential Response Path 1 (Community Prevention Linkages)	7
6.0 Multi-Level Case Management	9
7.0 Wait List	14
8.0 Community Outreach and Capacity Building	14
9.0 Community Directed Discretionary Funds	16
10.0 COUNTY Directed Discretionary Funds	19
11.0 Emergency Basic Support Services	21
12.0 Reports and Record Keeping	23
13.0 Staffing	24
14.0 Quality Assurance Plan	25
15.0 Quality Assurance Monitoring	26
16.0 Transfer of Records	27
17.0 Evaluation	27
18.0 Green Initiatives	28
19.0 Performance-based Incentives Initiative	28
<b>SECTION D – PERFORMANCE-BASED INCENTIVES GUIDELINES</b>	<b>29</b>



## **SECTION A - PREAMBLE**

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

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

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

## **SECTION B – PROJECT FOUNDATION**

### **1.0 PURPOSE**

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

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

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

## 1.2 The Protective Factors

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

- Parental resilience: Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems, and effectively rise to the challenges that emerge in every family's life.
- Social connections: Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving.
- Knowledge of parenting and child development: Parents who understand the usual course of child development are more likely to nurture their children's healthy development and less likely to be abusive or harmful to their children.
- Concrete support in times of need: Families need to have basic needs (such as shelter, food, clothing, health care) met to ensure a child's healthy development.
- Social and Emotional Competence of Children: A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults, and peers.

In Los Angeles County, two additional Protective Factors include:

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

## 1.3 Levels of Prevention

Approaches to prevention can be classified into three levels:

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

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

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

## **2.0 TARGET POPULATIONS**

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

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

## **SECTION C – SERVICE DESCRIPTION**

### **3.0 SCOPE OF WORK**

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

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

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

#### **4.0 DCFS REFERRAL PROCESS**

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

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

## **5.0 DIFFERENTIAL RESPONSE PATH 1 (COMMUNITY PREVENTION LINKAGES)**

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

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

### 5.3 Multidisciplinary Team

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

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

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

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

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

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

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

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

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

## **6.0 MULTI-LEVEL CASE MANAGEMENT**

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

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

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

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



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

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

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

6.19.1 For the Countywide American Indian/Alaska Native and Asian Pacific Islander contracts only, a Case Navigator shall be outstationed a minimum of six (6) hours a week at the DCFS office housing the American Indian/Alaska Native and Asian Pacific Islander units, unless an exemption for less than six hours a week is received from the COUNTY Program Manager.

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

## **7.0 WAIT LIST**

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

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

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

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

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

## **8.0 COMMUNITY OUTREACH AND CAPACITY BUILDING**

8.1 Community Outreach: CONTRACTOR shall, quarterly or at a minimum of four times per year, conduct an activity to increase awareness of child abuse and neglect, as well as promote the availability of Prevention and Aftercare. The four activities shall include two large events per year open to the community with a target of 50 participants.

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

- Conduct child abuse and neglect awareness campaigns.

Additional outreach efforts may include:

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

8.1.1 CONTRACTOR shall maintain documentation to support its outreach efforts. This documentation shall be made available to the COUNTY Program Manager upon request.

8.2 Internal Capacity Building: CONTRACTOR shall, at a minimum of once quarterly, engage in activities that improve its capacity to coordinate quality of service planning and delivery.

8.2.1 CONTRACTOR must include certification in the Standards of Quality for Family Strengthening and Support of all staff providing Prevention and Aftercare, including all subcontractor staff providing case navigation services. All staff working under the P&A contract shall be certified at least once during the contract term.

8.2.1.1 50% of staff shall be trained by the end of the first contract year.

8.2.1.2 80% of staff shall be trained by the end of the second contract year.

8.2.1.3 100% of staff shall be trained by the end of the third contract year.

8.2.2. Internal capacity building activities may also include:

- In service training on the prevention of child abuse and neglect for CONTRACTOR staff;
- Other professional development activities, such as conference attendance and continuing education on the prevention of child abuse and neglect; and
- Continuous quality assurance efforts.

8.2.3 CONTRACTOR shall provide DCFS approved and defined Core Practice Model training to all staff.

8.3 External Capacity Building: CONTRACTOR shall, at a minimum of once quarterly, engage in activities that improve its capacity to deliver high quality services to the community it serves and create partnerships with other community networks.

8.3.1 CONTRACTOR shall continually build strong and collaborative relationships with its network of community partners and County Departments that provide services to children and families to enhance and expand their service array.

- Cross training on the prevention of child abuse and neglect with Community Partners;
- Inclusion of Community Partners, Neighborhood Action Councils, Shared Leadership in Action Councils, and Community Action Groups in continuous quality assurance efforts; and
- Create Linkages across community networks.

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

## **9.0 COMMUNITY DIRECTED DISCRETIONARY FUNDS**

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

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

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

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

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

- 9.4.2 Promising Approaches including new programs developed by CONTRACTOR that address an unmet need, as approved by COUNTY Program Manager.
- 9.4.3 Services and/or programs that the CONTRACTOR has had prior experience and deem effective.
- 9.4.4 Expansion of existing successful activities, services and/or programs.
- 9.5 Through the use of Community Directed Discretionary Funds, CONTRACTOR shall create comprehensive, strengths-based, child abuse and neglect prevention programs that are inclusive of existing formal and informal partnerships with community agencies and stakeholders. All services, activities, resources and supports funded by Prevention and Aftercare shall address one or more of the following themes: decreasing social isolation, enhancing economic well-being and self-sufficiency, and increasing access to existing services.
- 9.6 CONTRACTOR must address all three (3) themes by performing at least one (1) activity from the categories listed below for each of the three goals. CONTRACTOR must provide at least one (1) event quarterly.
- 9.6.1 Decrease Social Isolation. Increases in social and community “connectedness” decreases social isolation and can lead to the development of emotional and concrete support for families, which is associated with diminished risk of child maltreatment. CONTRACTOR shall provide at least one (1) activity from the following categories:
- Networking and Collaborative Activities. These neighborhood-based activities offer a range of opportunities for participation and build infrastructure within the community. *Example: Monthly Community Family Nights/Resource Fair.*
  - Family and Resident Activities. These activities welcome and support families. Parent/adult activities may be concurrent with child and youth focused activities. Community and/or family leadership forums include youth input into decision-making. *Example: Faith based peer support group.*
  - Family Support Activities. These activities support the development of protective factors and include community based parent classes, groups, meetings, and activities that focus on social connections, knowledge of parenting and child development, and community resources/services. *Example: Fatherhood oriented parenting education.*
  - Neighborhood Pride and Engagement Activities. These activities and/or projects focus on healthy socialization and instilling pride in community residents. *Example: Community Gardening Club.*

- Relationship, Empowerment and Community Organizing Activities. These activities foster community engagement and networking through community projects that focus on strengthening bonds between families, neighbors, local government, school systems, and other community stakeholders. *Example: Joint Resident and Law Enforcement Community Action Group.*

9.6.2 Enhance Economic Well-being. Improvement in family economic conditions, including the ability to access services and goods to meet basic needs, reduces stress and deprivation and is associated with reduced occurrences of child maltreatment. CONTRACTOR shall endeavor to host/deliver two (2) classes/workshops/community events quarterly from any of the following categories:

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

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

- Institutional Transformation Activities. These activities support the development and/or expansion of early childhood education programs and youth development programs. *Example: Development of art program that allows preschool age children to nonverbally express themselves.*
- Family Support Activities. These activities strengthen the development of parental/caregiver knowledge of parenting and child development, enhance parental/caregiver resilience, and support the overall development of healthy social connections. *Example: Teen/young adult parent support group.*



- Youth Development Activities. These activities help to ensure that school age children are safe, healthy and ready to do well in school every day. *Example: Community teen club.*
- Activities Supporting the Available Services and Resources. These activities focus on ensuring the availability of a range of various activities, services and supports for all family members. These activities, services and supports should facilitate (1) increases in healthy family functioning, (2) improvement in mental/emotional well-being, (3) decreases in substance abuse, (4) decreases in youth maladaptive behavior, and (5) improvement in overall safety, health and learning for families. *Example: Community-based resources warm line.*

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

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

9.7.2 CONTRACTOR shall document in the Work Plan the:

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

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

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

## **10.0 COUNTY DIRECTED DISCRETIONARY FUNDS**

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

Directed programs, activities, resources, or supports that satisfy one or more of the following criteria:

- 10.1.1 Evidence Based Practices that are rated as well supported, supported, or promising in the California Evidence Based Clearinghouse for Child Welfare and/or an Evidence Based Clearinghouse established by the Administration of Children and Families.
  - 10.1.2 Supports and/or programs of which CONTRACTOR has had prior experience and deems effective.
  - 10.1.3 Expansion of existing activities, supports and/or programs.
  - 10.1.4 Training, activities, or supports that are related to Eliminating Racial Disparity and Disproportionality.
  - 10.1.5 Training, activities, or supports designed to increase access to resources for families living in areas linked to poor outcomes as defined in COUNTY accepted reports or data sources. Examples of accepted reports or data sources are those families living in areas defined as “Struggling LA” or “Precarious LA” in the Portrait of Los Angeles County report or data from the federal census. A copy of the Portrait of Los Angeles report is available online via the following link:  
  
[http://ocp.lacounty.gov/Portals/OCP/PDF/Reports%20and%20Communication/Portrait%20of%20Los%20Angeles%20County/01%20Portrait%20of%20Los%20Angeles%20County%20\(11-28-2017\).pdf?ver=2018-10-24-083703-867](http://ocp.lacounty.gov/Portals/OCP/PDF/Reports%20and%20Communication/Portrait%20of%20Los%20Angeles%20County/01%20Portrait%20of%20Los%20Angeles%20County%20(11-28-2017).pdf?ver=2018-10-24-083703-867)
- 10.2 DCFS Regional Managers within each SPA shall identify trends, needs, or issues that are impacting the children and families that they serve and along with the CONTRACTOR shall jointly identify new activities, resources, or supports to address one or more of the identified needs. The CONTRACTOR shall inform the DCFS Regional Manager of the feasibility of each activity; however, DCFS Regional Managers shall make the final determination before submitting to the COUNTY Program Manager for final approval.
  - 10.3 Upon DCFS Regional Manager(s) agreement, the CONTRACTOR shall complete the COUNTY Directed Discretionary Funds (CDDF) Request (Technical Exhibit 8) and upload supporting documents including the DCFS COUNTY Directed Discretionary Funds Work Plan and Budget Narrative (Technical Exhibit 9) online in the Prevention and Aftercare Family Centered Services (FCS) database system. The DCFS Regional Manager shall submit the CDDF Request by electronically signing online.
  - 10.4 The COUNTY Program Manager shall approve, deny, or request modification of the CDDF Request online.

- 10.5 COUNTY Program Manager shall approve all CDDF activities, resources, and supports prior to use of these funds. COUNTY Directed Discretionary Funds are not to be utilized without COUNTY Program Manager approval.
- 10.6 The CONTRACTOR is responsible for all fiscal and programmatic documentation associated with the use of COUNTY Directed Discretionary Funds and shall, on at least a quarterly basis, update the DCFS Regional Manager on the status of the activities and funds.
- 10.7 The DCFS Regional Managers are responsible for ensuring utilization of COUNTY Directed Discretionary Funds for the designated activities, resources, and supports.
- 10.8 COUNTY Program Manager has discretion to approve re-allocation of COUNTY Directed Discretionary Funds that remain unspent during the last quarter of each year.
- 10.9 Subcontracting of COUNTY Directed Discretionary Funds is not permissible.

#### **11.0 EMERGENCY BASIC SUPPORT SERVICES (EBSS)**

- 11.1 CONTRACTOR may utilize up to two and one half percent (2.5%) of the total maximum annual contract amount for Emergency Basic Support Services (EBSS) to assist families with obtaining basic necessities of life. CONTRACTOR shall be reimbursed for allowable EBSS. Allowable EBSS may include:
  - Clothing, utilities, food, furniture, household items, infant supplies or school items;
  - Transportation services, i.e., bus tokens/bus passes;
  - Housing assistance; and
  - Minor home, car, appliance repair and gasoline.
- 11.2 CONTRACTOR shall provide assistance with obtaining EBSS only if aid is unavailable through any other means to the family. Efforts to obtain assistance through other means shall be documented on the EBSS Request Form, Technical Exhibit 11.
- 11.3 These services shall prevent/reduce the risk of family disruption and shall be directly related to the family plan goal.
- 11.4 EBSS shall not exceed one thousand dollars (\$1000) per family, per contract year.
- 11.5 COUNTY Program Manager has the discretion to approve EBSS in excess of \$1000 per family, per contract year under extraordinary circumstances and on a case by case basis. CONTRACTOR shall not provide EBSS in excess of \$1000 per family, per contract year without written approval from COUNTY Program Manager.

- 11.6 EBSS shall be made available to families receiving other Prevention and Aftercare. EBSS shall not be the sole service provided to the family.
- 11.7 CONTRACTOR shall document in the case record and on the Emergency Basic Support Services Request Form, Technical Exhibit 11, the following:
- All services that the family is receiving;
  - The type of EBSS provided;
  - The reason for providing the EBSS; and
  - All original receipts with dollar amount and date of services or items purchased.
- 11.8 CONTRACTOR shall, on a monthly basis, submit all completed EBSS Request Forms (Technical Exhibit 11), with the Monthly Reimbursement Invoice, (Technical Exhibit 12), and EBSS Monthly Log, (Technical Exhibit 10), for items purchased with all receipts attached. CONTRACTOR shall retain all original receipts and make available to COUNTY upon request.
- 11.9 Direct distribution of EBSS monies to families by CONTRACTOR is prohibited.
- 11.10 Measure H Emergency Basic Support Services (EBSS) – Contingent Upon Funding
- 11.10.1 CONTRACTOR shall utilize Measure H EBSS funds for families with no open DCFS case. Families in open Family Maintenance, Family Reunification, and adoption cases are not eligible for Measure H EBSS.
- 11.10.2 Measure H EBSS shall be limited to five-thousand dollars (\$5,000) per family, per contract term. COUNTY Program Manager pre-approval is required for any amount over five-thousand dollars (\$5,000).
- 11.10.3 CONTRACTOR shall be reimbursed only for Measure H EBSS goods and services that assist with or prevent homelessness, limited to: rent, rent deposits, and housing assistance; food; clothing; utilities, including cellular phone bills; furniture; household appliances; gasoline; and minor car and home repairs.
- 11.10.4 CONTRACTOR shall complete COUNTY-approved Measure H EBSS monthly logs (Technical Exhibit 25) and reports tracking the Measure H EBSS requests. These reports are due on the 15<sup>th</sup> of each month following the end of the prior month.
- 11.10.5 CONTRACTOR shall maintain a separate line item on their invoices for Measure H EBSS and shall submit the EBSS request form (Technical Exhibit 11), including family budget, receipts, and other supporting documents with their invoices.

## 12.0 REPORTS AND RECORD KEEPING

- 12.1 CONTRACTOR shall enter case information in the Family Centered Services system within five (5) business days.
- 12.2 CONTRACTOR shall provide COUNTY with a monthly summary report, Technical Exhibit 13, a monthly ethnicity and services count report, Technical Exhibit 14, one time events report, Technical Exhibit 23, and DMH MOU data, Technical Exhibit 24 for the previous month indicating the work and activities performed.
  - 12.2.1 CONTRACTOR shall submit the monthly reports to DCFS' Community-Based Support Division no later than fifteen (15) days after the end of each calendar month for the fiscal year. The reports shall clearly reflect all required information as specified on the monthly report form and shall be transmitted by e-mail, mailed, or delivered to DCFS Community-Based Support Division, 3333 Wilshire Boulevard, Suite 820, Los Angeles, CA 90010.
- 12.3 CONTRACTOR shall ask families to fill out a COUNTY approved Protective Factors Survey (PFS) once they have received at least six (6) hours of Prevention and Aftercare and/or prior to starting Case Navigation or Enhanced Supportive Services and at three-month intervals until a family's Prevention and Aftercare case closes, and at the time of case closure.
  - 12.3.1 CONTRACTOR shall electronically enter Protective Factors Survey (PFS) data collected for the month into a link provided by the COUNTY by the tenth day of the following month.
- 12.4 CONTRACTOR shall provide COUNTY with semi-annual reports to be used for the Office of Child Abuse Prevention (OCAP) Annual State Report.
  - 12.4.1 The semi-annual reports shall be submitted electronically by the designated due dates as requested by the COUNTY Program Manager. The content and format of the semi-annual reports shall be approved by the COUNTY'S Program Manager.
  - 12.4.2 CONTRACTOR shall, in the semi-annual reports, document Strengthening Families: Protective Factor outcomes.
  - 12.4.3 CONTRACTOR shall, in the semi-annual reports, document progress in their Community Directed and COUNTY Directed Work Plans.
- 12.5 CONTRACTOR shall maintain and make available to COUNTY Program Manager, upon request, all program and participant records such as:
  - 12.5.1 Linkages to contracted and non-contracted community providers;
  - 12.5.2 Individualized Family Service Plan, including needs assessment;
  - 12.5.3 COUNTY Directed Discretionary Funds Request

#### 12.5.4 Emergency Basic Support Services Request

- 12.6 The COUNTY reserves the right to request additional records, data (including but not limited to Protective Factors Survey data, internal agency data collection, and consultant data collection) and reports as needed.

### 13.0 STAFFING

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

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

- 13.2 CONTRACTOR shall have a CONTRACTOR Program Manager (PM).

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

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

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

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

13.5.1 Name and positions;

13.5.2 Degree and field of study (if applicable);

13.5.3 Work schedule; and

13.5.4 Email addresses and telephone numbers.

- 13.6 CONTRACTOR shall notify the COUNTY Program Manager in writing of any change(s) in CONTRACTOR'S key personnel no more than three (3) business days after the change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occur as a result of the change in personnel.
- 13.7 CONTRACTOR shall provide supervision to all staff that provide program services under this contract. For staff providing all levels of case management, CONTRACTOR shall provide a minimum of bi-weekly supervision. Copies of sign-in logs, agendas and any other supervision materials shall be made available to the COUNTY Program Manager upon request. Supervision may take place individually or as a group.
- 13.8 CONTRACTOR shall maintain documentation in the personnel files of all staff providing program services:
- 13.8.1 All training hours and topics;
  - 13.8.2 Copies of resumes, degrees and professional licenses; and
  - 13.8.3 Criminal clearances.

#### **14.0 QUALITY ASSURANCE PLAN**

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

- 14.1 CONTRACTOR shall submit a draft of its QAP for evaluation to demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan shall be provided to the COUNTY Program Manager within thirty (30) days of the Contract start date and as changes occur.
- 14.2 The original QAP and any revisions thereto shall include, but not be limited to, the following:
- 14.2.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
    - 14.2.1.1 Methods for insuring that staff will be trained on DCFS approved and defined Core Practice Model curriculum (see Technical Exhibit 21).
  - 14.2.2 Methods for ensuring uninterrupted service to COUNTY in the event of a strike or any other potential disruption in service, which may include medical leaves, vacations, absences, etc., by CONTRACTOR'S employees .

- 14.2.3 Methods for ensuring that Strengthening Families Protective Factor Surveys, Needs Assessments, Individualized Service Plans and case required documentation are completed as required.
- 14.2.4 Methods for ensuring that families are engaged and participate in the development and/or selection of activities, resources, services and supports selected for implementation as part of the Prevention and Aftercare contract.
- 14.2.5 Methods for ensuring that the activities, resources and/or supports are accessible and welcoming to families.
- 14.2.6 CONTRACTOR shall monitor the overall performance and shall ensure fiscal monitoring of subcontracts.
- 14.3 CONTRACTOR shall not utilize any employee or Subcontracted Network Partner whose work has been deemed deficient and unacceptable by the COUNTY.
  - 14.3.1 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.
  - 14.3.2 The QAP will be reviewed annually by CONTRACTOR and COUNTY Program Manager and revised, if needed.
  - 14.3.3 COUNTY reserves the right to request and obtain from CONTRACTOR an updated QAP for any identified issue of concern at any time.
  - 14.3.4 CONTRACTOR shall ensure that all approval requests for subcontractors include all necessary information and are submitted a minimum of twelve (12) business days prior to the subcontractor's expected start of services.

## **15.0 QUALITY ASSURANCE MONITORING**

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

- 15.1 CONTRACTOR will be subject to a program review by the COUNTY, at a minimum of once per year, for the period of the contract. CONTRACTOR shall make available to the COUNTY, upon request, the following records for review:
  - 15.1.1 Personnel records, pertaining to current paid and volunteer staff;
  - 15.1.2 Participant Case Records;
  - 15.1.3 Financial Records, including but not limited to Single Audit/Audit Financial



Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices;

15.1.4 Subcontractor monitoring reports; and

15.1.5 CONTRACTOR shall submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the technical review, including billing deficiencies, within ten (10) calendar days of the receipt of the Technical Review Findings.

15.2 In addition to completing the COUNTY approved Protective Factors Surveys, CONTRACTOR shall ask families to participate in a confidential evaluation to measure the effectiveness of Prevention and Aftercare received.

15.3 All families participating in Prevention and Aftercare will be invited to fill out a confidential satisfaction survey.

15.3.1 After the first year of the contract, CONTRACTOR shall ask families to complete the Standards of Quality for Family Strengthening and Support Participant Survey.

## **16.0 TRANSFER OF RECORDS**

16.1 At the start of a new contract, CONTRACTOR shall accept transitioned cases from the prior contractors. The new CONTRACTOR shall submit a plan of coverage to the COUNTY PROGRAM MANAGER for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from prior contractors. The plan of coverage shall include (1) telephonic contact with the family within three weeks of the 30-day transitional period, (2) a face-to-face contact with the family within five business days from the telephonic contact, and (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.

16.2 Prior to contract termination or non-renewal of contract, contractor shall, at no additional cost to COUNTY, cooperate in transitioning active cases to new contractors, including providing copies of all case files and electronic records. CONTRACTOR shall keep originals of all transferred cases for their own records. The transitional plan shall be made in consultation with the COUNTY Program Manager at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

16.3 CONTRACTOR may offer to continue providing services for a case, if the family agrees. CONTRACTOR shall not be reimbursed for any P&A service provided once the contract sunsets.

## **17.0 EVALUATION**

17.1 CONTRACTOR shall actively participate in annual performance reviews to assess achievement of performance measures. CONTRACTOR shall collect and share

participant identifying information such as name, date of birth, and any assigned COUNTY and/or agency identification numbers.

17.2 In addition to these reporting requirements, the COUNTY anticipates development of an external evaluation to examine the impact of the Strengthening Families approach in a child welfare context and that outcomes would address improvements in the Protective Factors as well as how different program strategies can achieve results for children and families.

17.3 Performance based contracts shall be evaluated subsequent to year two of contract implementation to assess programmatic effectiveness in achieving desired outcomes, as well as to inform continuous quality improvement efforts. Evaluations shall be COUNTY directed.

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

17.4.1 Program Implementation;

17.4.2 Participant characteristics; and

17.4.3 Participant outcomes.

## **18.0 GREEN INITIATIVES**

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

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

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

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

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

A. Program Description and Purpose.

Prevention and Aftercare (P&A) Program Performance-based Incentives is an initiative of the COUNTY that aims to reward outstanding performance of P&A providers in increasing protective factors and access to and utilization of high-quality community-based services for P&A participants. Subject to funding availability, COUNTY will pay eligible CONTRACTOR bonuses for high performance on two performance measures (“Performance Incentives.”):

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

B. Definitions

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

C. Eligibility Requirements for the Performance-based Incentives Initiative

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

1. Meet the following contract requirements, as determined by the Quality Assurance Monitoring procedures specified in Section 15.0 of the Statement of Work (SOW): SOW Sections 3.3, 3.4, 4.3, 5.4, 8.1, 8.2, 8.3, 9.5, 10.1, 10.2, 12.1, 12.2, 12.3 and 13.0; and Contract Terms and Conditions, Section 5.5; and complete the implementation of Corrective Action Plans, outlined in Section 15.1.5 of the SOW, for any material deficiency [as defined by the County] identified as a result of a technical review or other quality assurance process. CONTRACTOR will not be eligible for Bonus Payments, regardless of performance against established targets for Performance Incentives, if they have not met all contract requirements.
2. Participate in the evaluation of the P&A program as described in Section 17 of the Statement of Work, including collection of participant satisfaction data.
3. Meet or exceed established targets for Performance Incentives.

### **Sample Payment Timing**

- A. Baseline Period (March 1, 2021 – June 30, 2022). Data collected during this period will be used by COUNTY to determine the methodology for calculating performance targets for Performance Incentive 1 and to determine performance targets for Performance Incentive 1 and Performance Incentive 2. Performance targets will be set in September 2022.
- B. July 1, 2022 – June 30, 2023: COUNTY will collect data in July 2023, calculate earned Bonus Payments during August and September 2023 and issue payment in October 2023, provided CONTRACTOR meets all eligibility requirements in Section C of this document and submits PFS-30 data on the schedule outlined in Section 12 in the Statement of Work. The Bonus Payments for this period will be based on the Contractors' performance during the period July 1, 2022 – June 30, 2023 to allow for a 30-day data submission lag and two months for analysis and reporting.
- C. July 1, 2023 – June 30, 2024 and beyond, as appropriate: COUNTY will collect data in July 2024, calculate earned Bonus Payments during August 2024 and issue payment in September 2024, provided CONTRACTOR meets all eligibility requirements in Section C of this document and submits PFS-30 data on the schedule outlined in Section 12 in the Statement of Work. The Bonus Payments for this period will be based on the Contractors' performance during the period July 1, 2023 – June 30, 2024 to allow for a 30-day data submission lag and one month for analysis and reporting.

### **Sample Timeline for Baseline, Assessment, and Payment Periods**

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

## LIST OF TECHNICAL EXHIBITS for STATEMENT OF WORK

## Prevention and Aftercare

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

PREVENTION & AFTERCARE (P&A)  
REFERRAL LOG

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

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

\*Class/Program/Service/Activity examples:

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

## Prevention and Aftercare (P&A) Progress Note

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

**Services Provided: Check all that apply**

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

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

\_\_\_\_\_

**Case Navigator/Staff Signature**

\_\_\_\_\_

**Date**

**PREVENTION & AFTERCARE (P&A)  
NEEDS ASSESSMENT**

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Staff Name: \_\_\_\_\_

Universal ID: \_\_\_\_\_

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



**PREVENTION AND AFTERCARE (P&A)  
NEEDS ASSESSMENT**

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

**PREVENTION AND AFTERCARE (P&A)**

**NEEDS ASSESSMENT**

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

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

- 1.
- 2.
- 3.

Family Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# PREVENTION AND AFTERCARE (P&A)

## INDIVIDUALIZED SERVICE PLAN (ISP)

Technical Exhibit 4

Name / Nombre: \_\_\_\_\_ Date / Fecha: \_\_\_\_\_ Navigator / Navegante: \_\_\_\_\_ Agency: \_\_\_\_\_

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

Comments / Comentarios:

Effective Date / Fecha Efectiva: \_\_\_\_/\_\_\_\_/\_\_\_\_ to / a \_\_\_\_/\_\_\_\_/\_\_\_\_

Participant Signature / Firma del participante: \_\_\_\_\_ Date / Fecha: \_\_\_\_/\_\_\_\_/\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date / Fecha: \_\_\_\_/\_\_\_\_/\_\_\_\_

Navigator Signature / Firma del Navegante: \_\_\_\_\_ Date / Fecha: \_\_\_\_/\_\_\_\_/\_\_\_\_

# PREVENTION AND AFTERCARE (P&A)

Technical Exhibit 5

## P&A Progress Review

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

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

1. Goal:

\_\_\_\_\_

Builds Protective Factor(s): \_\_\_\_\_

Completed     In Progress     Revised

Update(s):

\_\_\_\_\_

2. Goal:

\_\_\_\_\_

Builds Protective Factor(s): \_\_\_\_\_

Completed     In Progress     Revised

Update(s):

\_\_\_\_\_

### New Goal(s), if applicable:

1. Goal:

\_\_\_\_\_

Builds Protective Factor(s): \_\_\_\_\_

2. Goal:

\_\_\_\_\_

Builds Protective Factor(s): \_\_\_\_\_

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

Date of next Progress Review: \_\_\_\_\_

\_\_\_\_\_  
Participant/Family Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Case Navigator/Agency Staff Signature

\_\_\_\_\_  
Date

## PREVENTION AND AFTERCARE (P&A)

Technical Exhibit 6

### Case Closure or Transition Summary

<b>Participant Name:</b>	<b>Case Closure Date:</b>
<b>Case #:</b>	<b>Staff Name:</b>

**Reason for Closure/Transfer**

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

**ISP Goals:**

1. \_\_\_\_\_  Completed  Partially Completed  Not Completed
2. \_\_\_\_\_  Completed  Partially Completed  Not Completed
3. \_\_\_\_\_  Completed  Partially Completed  Not Completed
4. \_\_\_\_\_  Completed  Partially Completed  Not Completed
5. \_\_\_\_\_  Completed  Partially Completed  Not Completed

**Transfer Plan:**

Agency	Program	Contact Name	Phone Number	Date Transfer Confirmed

**Aftercare Referral:**

Agency	Program	Contact Name	Phone Number	Date Transfer Confirmed

**Exit Summary:**

\_\_\_\_\_

Case Navigator/Staff Name & Signature

\_\_\_\_\_

Date

## PREVENTION & AFTERCARE (P&A)

### Multi-Level Case Management Comparison Chart

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

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

SPA: \_\_\_\_\_

Initial Plan: \_\_\_\_\_ Date: \_\_\_\_\_

Lead Agency: \_\_\_\_\_

Revised Plan: \_\_\_\_\_ Date: \_\_\_\_\_

Total Annual Budgeted DF Amount: \$ \_\_\_\_\_

*Please attach Line Item Budget.*

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

**Discretionary Funds Workflow, Roles & Responsibilities**

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

## PREVENTION AND AFTERCARE (P&A)

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**8. Outcome Data or Instrument**

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

**COUNTY DIRECTED FUNDS**  
**Signatures**

Regional Administrator \_\_\_\_\_ Date \_\_\_\_\_

Agency Executive Director (or Authorized Signer) \_\_\_\_\_ Date \_\_\_\_\_

**DCFS Program Signatures**

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

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

**Lead Agency:**\_\_\_\_\_ **Budget:**\_\_\_\_\_

**Supporting Agency:**\_\_\_\_\_

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

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

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

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

Reunification Timeline, Increase Protective Factors	
(7) Projected Budget Amount (detailed)	
(8) Outcome Data or Instrument	

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

<b>V. Program Name and Description</b>	<i>Please provide Program Name and Description</i>
(1) Level of Prevention: Prevention, Aftercare, or Family Reunification	
(2) Validity: Evidence Based, Prior Experience, Expansion of Existing, or Promising Approach	

(3) Program Goal: Reduce Social Isolation, Increase Economic Effectiveness, Increase Access to Resources	
(4) Protective Factors being impacted	
(5) Time-Limited, Ongoing or Single Occurrence	
(6) Indicator: DCFS Entry Rates, DCFS Re-entry, Reunification Timeline, Increase Protective Factors	
(7) Projected Budget Amount (detailed)	
(8) Outcome Data or Instrument	

**Other:**

**PREVENTION AND AFTERCARE (P&A)  
Emergency Basic Support Services (EBSS)  
Monthly Log**

Agency Name:

Billing Month/Year:

	Primary Caregiver	Amount	Category of Item Purchased	Receipt Attached (Y/N)
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		\$ -		
35		\$ -		
		<b>\$ -</b>		

**PREVENTION & AFTERCARE (P&A)**  
**EMERGENCY BASIC SUPPORT SERVICES REQUEST FORM**

**SECTION 1: AGENCY INFORMATION**

AGENCY:	DATE:
CASE NAVIGATOR:	TELEPHONE:

**SECTION 2: FAMILY INFORMATION**

PRIMARY CAREGIVER:	DATE:
AGENCY/STATE NO:	

**PARTICIPANT NEEDS STATEMENT**

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

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**OTHER NO COST/LOW COST RESOURCES EXPLORED**

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**CASE MANAGER'S NEEDS ASSESSMENT STATEMENT**

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

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**Request Status:**

EMERGENCY <input type="checkbox"/>	PRIORITY <input type="checkbox"/>	OTHER <input type="checkbox"/> _____
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**SECTION 3: BUDGET**

**COMPLETE FAMILY BUDGET WORKSHEET (attach to EBSS request form)**

REQUIRED SUPPORTING DOCUMENTATION (attach to EBSS request form)

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

**SECTION 5: APPROVAL**

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

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

---

Participant Signature

Date

---

Case Navigator Signature

Date

---

Program Manager Signature

Date



**Prevention and Aftercare (P&A)**

**P&A Family Budget Worksheet**

INCOME	
Employment (empleo)	
CalWorks	
CalFresh	
Social Security	
Child Support (manutencion de los hijos)	
SSI	
Case Assistance	
Other-list (Otra-lista)	
<b>TOTAL:</b>	

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

BALANCE	
Income Total	
- Expenses	-
<b>TOTAL:</b>	

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

## P & A Monthly Reimbursement Invoice and Log

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

Invoice #:  
 Invoice Date:  
 Billing Month:  
 Contract Period

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

**Requested Reimbursement Amount:**

*\* Insert additional rows as needed.*

**Certification of Agency Representative**

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

Name: (Print Name & Title)

**For COUNTY DCFS Program Manager Only**

Reviewer Name:

Signature

Date:

Approving CPM:

Signature:

Date:

# P & A Monthly Reimbursement Invoice and Log

Agency Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
 Email: \_\_\_\_\_

Cost Categories	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Actual July	Actual August	Actual September	Actual October	Actual November	Actual December	YTD Actual Total	Approved Budget Total	Budget Balance
(1) Personnel Cost													-		-
(2) Employee Benefits													-		-
(3) Staff Mileage													-		-
(4) Space/Facility Costs													-		-
(5) Supplies													-		-
(6) Equipment													-		-
(7) Subcontractors													-		-
(8) EBSS													-		-
(9) Measure H EBSS													-		-
(10) Internal Capacity Building													-		-
(11) External Capacity Building													-		-
(12) County Directed Discretionary Funds													-		-
(13) Community Directed Discretionary Funds													-		-
(14) Other Direct Costs/Expenses													-		-
(15) Indirect Costs *													-		-
<b>Total Agency Expenses</b>	-	-	-	-	-	-	-	-	-	-	-	-	-		-

\* Indirect Costs *MAY NOT* exceed 10% of monthly total agency expenses  
 \*\*Please add a line for any COVID 19 Related expenses under the line item

Prepared by: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_

### Prevention and Aftercare Monthly Summary Report \*

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

Number of New Participants for the Current Month					
(A participant is considered "New" if they have not participated in P&A services this calendar year)					
	DCFS Referred/Involved		Community		Total New Participants
	Hotline/ER/FM VFM/FR	Aftercare	Referred/ Walk-In	Aftercare	
<b>Families</b>					0
<b>Adults</b>					0
<b>Children</b>					0

Number of Continuing Participants for the Current Month					
(A participant is considered "Continuing" if they have previously participated in any P&A service during this calendar year)					
	DCFS Referred/Involved		Community		Total Continuing Participants
	Hotline/ER/FM VFM/FR	Aftercare	Referred/ Walk-In	Aftercare	
<b>Families</b>					0
<b>Adults</b>					0
<b>Children</b>					0

Numbers represent total continuing participants for report month only       Numbers represent total continuing participants for report year

The number of "New" and "Continuing" participants should reflect the total number of families who participated in P&A during the report month.

Total Number of Participants Year-to-Date					
(Families, Adults, and Children should only be counted here once per Calendar Year)					
	DCFS Referred/Involved		Community		Total YTD Participants
	Hotline/ER/FM VFM/FR	Aftercare	Referred/ Walk-In	Aftercare	
<b>Families</b>					0
<b>Adults</b>					0
<b>Children</b>					0

Total Number of Families on Waitlist					
(Families who have requested or accepted P&A services and the agency does not have capacity to start services)					
	DCFS Referred/Involved		Community		Total Waitlisted Families
	Hotline/ER/FM VFM/FR	Aftercare	Referred/ Walk-In	Aftercare	
<b>Families</b>					0
<b>Adults</b>					0
<b>Children</b>					0

**Plan to address waitlist:**

**Specific engagement efforts (including telephone status updates to the families):**

**Alternative linkages to other supports as the family waits:**

**Comments:**

\*The report captures the number of families, adults and children impacted by Prevention and Aftercare Services.





















### Linkages to Resources/Services

	P&A Funded Linkages						
	DCFS-Referred/Involved				Community		
	Families	Adults	Children		Families	Adults	Children
Behavioral Health							
Child Care							
Community Network Dev.							
Concrete Supports							
Domestic Violence							
Early Childhood Services							
Education							
Employment							
Economic Development							
Health Services							
Housing							
Legal Services							
Other County Dept							
Parent Education							
Parent Leadership Training							
Parent/Sibling Visitation							
Peer Support							
Substance Use							
Tutoring/Mentoring							
Youth Development							
Other:							
	Non-P&A Funded Linkages						
	DCFS-Referred/Involved				Community		
	Families	Adults	Children		Families	Adults	Children
Behavioral Health							
Child Care							
Community Network Dev.							
Concrete Supports							
Domestic Violence							
Early Childhood Services							
Education							
Employment							
Economic Development							
Health Services							
Housing							
Legal Services							
Other County Dept							
Parent Education							
Parent Leadership Training							
Parent/Sibling Visitation							
Peer Support							
Substance Use							
Tutoring/Mentoring							
Youth Development							
Other:							

Please indicate all linkages provided to all P&A participants.  
 The follow-up for a linkage should not be counted on this form.

\*The report captures the number of families, adults and children impacted by Prevention and Aftercare Services.

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

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

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

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

\_\_\_\_\_  
Agency Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative Printed Name

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

\_\_\_\_\_  
MDT Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MDT Designee Printed Name

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

**AGENCY:** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Agency Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative Printed Name

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

\_\_\_\_\_  
MDT Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MDT Designee Printed Name



## Examples of Evaluated Out Allegations

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

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

# DEAF AND HARD OF HEARING REQUEST FOR SERVICES FORM

Contract:  Prevention and Aftercare Services

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

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

\_\_\_\_\_  
Agency Representative Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Exec. Director / Project Manager (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVAL:**

\_\_\_\_\_  
DCFS Program Administration  
Name and Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Contract:  Prevention and Aftercare

<b>Agency Name</b>
<b>Agency Address</b>

<b>Date of Claim</b>
<b>Claim Period</b>

Date	Participant Name	Participant ID Number	Vendor/Payee	Check Number	Amount	
				<b>TOTAL</b>		

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

\_\_\_\_\_

Cashier's Name (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Exec. Director / Project Manager (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**APPROVAL:**

\_\_\_\_\_

DCFS Program Administration  
Name and Title (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## DCFS CORE PRACTICE MODEL

Our Departments have developed a shared and evolving model of practice to better integrate services and supports for children, youth, families and communities. Our commitment and approach are cemented in the crucial elements of community partnership, teamwork, family voice and choice, cultural competence, respect, accountability, continuous quality improvement and implementation of best practice.

**Key Outcomes:** *Safety, Permanence, Well-Being, Self Sufficiency, Organizational Excellence*

### Shared Values and Guiding Principles

- **Child Protection & Safety:** Children and youth have the right to live in a safe environment, free from abuse, and neglect.
- **Permanent, Lifelong, Loving, Families:** Children and youth need and are entitled to a safe, nurturing and permanent family environment ideally in their own home.
- **Strengthening Child & Family Well-Being and Self Sufficiency:** Identifying the unique strengths of children, youth and families allows services and supports to be individualized and tailored.
- **Child Focused Family Centered Practice:** Focusing on the child’s individualized, underlying needs and strengths, and the strengths and capacities of families provide the best guide to effective intervention and lasting change.
- **Community-Based Partnerships:** Services and interventions for children, youth and families are delivered collaboratively by agencies, providers, community and informal and naturally occurring supports in order to meet each family’s needs.
- **Cultural Competency:** We maintain an attitude of cultural humility; honoring and respecting the beliefs and values of all families and recognizing that the cultural, ethnic and spiritual roots of the child, youth and family are a valuable part of their identity.
- **Best Practice and Continuous Learning:** We commit to developing an environment of continuous listening and learning and to ensuring that policy and practice decisions are based on reliable data as well as evidence, research and feedback.

### The Practice Wheel - Operationalizing the Shared Practice Model

Our values and guiding principles are applied through a set of practice activities depicted by the Practice Wheel.

- **Engaging** is the practice of creating trustful working relationships a child and their family by increasing their participation, validating their unique cultural perspective, and hearing their voice and choice.
- **Teaming** is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs.
- **Assessing** is the practice of collaborating with a family’s team to obtain information about the salient events impacting children and families and the underlying causes bringing about their situation.
- **Planning and Intervening** is the practice and process of tailoring and implementing plans to build on strengths and protective capacities in order to meet individual needs for each child and family.
- **Tracking, Adapting and Transitioning** is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, reworking the plan, celebrating successes, adapting to challenges and organizing.



**PREVENTION AND AFTERCARE (P&A)**

**Outstationed P&A Case Navigator Schedule**

Agency: \_\_\_\_\_

Agency Contact Person: \_\_\_\_\_

Contact Person's email and phone: \_\_\_\_\_

Case Navigator	Email	DCFS Office	Outstationed Days/Hours

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

# Prevention and Aftercare Monthly Summary Report

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

One Time Community Events for the Current Month Details						
Number of participants who attended a One-Time Community Event for the current service month						
Date	Event Name	Total Participants (Based on Sign-In Sheet)			Protective Factor(s) Targeted*	Surveys Completed
		Families	Adults	Children		

**Comments:**

<p><b>*Protective Factor(s) Targeted</b></p> <p>(1)=Parental Resilience</p> <p>(2)=Social Connections</p> <p>(3)=Concrete Supports in times of need</p> <p>(4)=Knowledge of Parenting and Child Development</p>	<p>(5)=Children's Social-Emotional Competence</p> <p>(6)=Family Economic Stability</p> <p>(7)=Social and Emotional Competence of Adults</p>
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# DCFS DMH MOU Data

Case Navigation Level 2 or 3							
(Families, Adults, and Children should only be counted here once per Calendar Year)							
(Surveys:100% of families need a Pre- Survey. Families should receive follow up surveys every three month & a post survey on							
	DCFS Referred/Involved		Community		Total YTD Participant s	Total Pre Surveys	Total Follow-up/ post Surveys
	New to DCFS in Report Month	DCFS YTD Total	New Community in Report Month	Community YTD Total			
<b>Families</b>					0		
<b>Adults</b>					0		
<b>Children</b>					0		





## Prevention and Aftercare (P&A) Budget Summary

**Agency Name:** **South Bay Center for Counseling**

3/1/2020

Cost Categories	March 2021 to June 2022	
(1) Salaries and Wages	\$	905,720.00
(2) Employee Benefits 16%	\$	142,752.00
(3) Staff Mileage	\$	12,000.00
(4) Facility Costs	\$	48,000.00
(5) Supplies	\$	4,800.00
(6) Telephone	\$	12,480.00
(7) Subcontractors (list below)	\$	404,181.00
Family Prosperity Initiative		90,000
City of Carson Parks and Recreations		68,000
South Bay Children's Health Center		78,181
Thriving Together		64,000
John Jefferson		56,000
Jody Xarnes CII		48,000
(8) Emergency Basic Support Services	\$	10,000.00
(8b) Measure H EBSS	\$	36,018.85
(9) Other Direct Costs (list below or on separate sheet)	\$	143,982.15
Visitation Center		
County DD Funds (Not applicable for extension)	\$	117,254.00
Indirect Costs	\$	183,718.35
<b>TOTAL</b>	<b>\$</b>	<b>2,020,906.35</b>

\*Please ensure that there is a mechanism to track monthly COVID-19 expenses.

**Please explain any significant changes from your previously approved budget in this area:**

Please provide the agency contact should we have questions on your submission.

Contact Person: Chelle Murray  
 Phone Number: 310-414-2090  
 Email: cmurray@sbcg/obd.net  
 Submission Date: 3-1-21

For DCFS Use

Received Date: 3/17/21 resubmitted 3/31/21

Comments: Agency submitted annual budget for contract term March 2021-June 2022.

All contract minimum and maximum requirements are met.

DCFS Program Monitor Signature: Nicole Davis 4/1/2021  
MP 4/1/2021

DCFS P&A Program Manager: Alma Golla  
 Alma Golla, CSA III

Date: 4/1/21

**South Bay Center for Counseling  
Prevention and Aftercare Services Budget  
March 1, 2021- June 30,2022**

Line Item	<u>Monthly Budget</u>	<u>Amount</u>
<b>Salaries</b>		
Program Director SS	5,703	91,250.00
Program Assistant TE	845	13,520.00
Lead Community Based Doula SK	4,550	72,800.00
Community Based Doula TL	4,550	72,800.00
Family Success Coach RM	4,688	75,000.00
Director of Communications AC	4,688	75,000.00
Director of Community Garden OR	5,078	81,250.00
Head Digital Designer/Printer KA	3,594	57,500.00
Program Director Preschool Without Walls DC	4,550	72,800.00
Program Manager of Youth Development EC	4,550	72,800.00
Program Manager of Youth Development VC	4,550	72,800.00
PWW Parent Educator JC	3,088	49,400.00
PWW Parent Educator LF	3,088	49,400.00
Support Youth Specialist JA	3,088	49,400.00
	<u>56,608</u>	<u>905,720.00</u>
<b>Benefits at 16%</b>	8,922	142,752.00
<b>Total Salaries and Wages</b>	<u>65,530</u>	<u>1,048,472</u>
<b>Subcontractors \$404181.27</b>		
City of Carson Parks and Recreation	4,250	68,000
South Bay Children's Health Center	4,886	78,181
Ely / Fatherhood	4,000	64,000
United Way	5,625	90,000
CII	3,000	48,000
Pastor Jefferson/Fatherhood Engagement	3,500	56,000
	<u>25,261</u>	<u>404,181</u>
Supplies	300	4,800
Telephone	780	12,480
Rent	3,000	48,000
Mileage	750	12,000
EBSS	625	10,000
Measure H Funding	18,009	\$ 36,018.85
Torrance Office Discretionary Fund	3,539	56,627
South County Office Discretionary Fund	3,789	60,627
Community Directed	8,999	\$ 143,982.15
<b>Total Expenses before Indirect Cost</b>	<u>39,792</u>	<u>\$ 384,535.00</u>
<b>Total Direct Costs</b>	<u>130,582.50</u>	<u>1,837,188.00</u>
<b>Indirect Cost</b>		
General Accounting & Management Overhead	<u>\$13,058.25</u>	<u>\$ 183,718.35</u>
<b>TOTAL</b>	<u>143,640.75</u>	<u>\$ 2,020,906.35</u>

South Bay Center for Counseling  
Prevention and Aftercare  
Budget Narrative  
Year: March 1, 2021-June 30, 2022

**Personnel Budget (\$2,020,906.35)**

**Program Director – (100%) (\$91,250 16 months)** This full-time position provides oversight for the program as a whole. Constructs innovative initiatives for the three braided strategies of the program, including decreasing social isolation, increasing access to linkage and resources and increasing economic development strategies. Ensures program deliverables are offered and outcomes are achieved. This staff position has a monthly salary of \$5,703 for this contract.

**Program Assistant – (.20%) (13,520 16 months)** – This part time position is responsible for assigning referrals, MTD calls, FCS portal, program outreach, assist with coordinate of data collection, assist with planning of events, and coordinate monthly collaboration meeting.

**Lead Community Based Doula – (100%) (\$72,800 16 months)** This full-time position is responsible for providing intensive supportive services to high-risk pregnant women and teens as well as access to services specializing in providing direct perinatal services, linking pregnant women and teens to formal and informal resources and supports. This lead position will include mentoring doula staff and other administrative tasks.

**Community Based Doula – (100%) (\$72,800 16 months)** This full-time position is responsible for providing intensive supportive services to high-risk pregnant women and teens as well as access to services specializing in providing direct perinatal services, linking pregnant women and teens to formal and informal resources and supports.

**Family Success Coach – (100%) (\$75,000 16 months)** – is responsible for providing coaching and case navigation to a caseload of 30 families, including weekly meetings, service referrals and referral tracking, plan development, periodic re-assessment, ongoing research and development of new service opportunities for participating families, and all reporting and data collection activities required for project evaluation.

**Director of Communications – (100%) (75,000 16 months)** – This full-time position is responsible for Development for the design and implementation of an organization-wide resource development and utilization strategy. Set and guide the strategy for all communications, website, and public relations messages and collateral to consistently articulate SBCC's mission. The primary component of this strategy consists of fundraising through public and private sources, particularly grants and contracts.

**Director of Community Garden – (100%) (\$81,250 16 months)** This full-time position is responsible for oversight of the SBCC Community Garden as well as the Community Gardens developed by the Prevention and Aftercare subcontractors and the I HEART program. This staff position has a monthly salary of \$5078.00 for this contract.

**Head Digital Designer/Printer – (100%) (\$57,500 16 months)** – This full-time position is responsible for operations under Creative Incite program, which provides economic opportunities for community member through the sale of art products they design. The Head Digital Designer/Printer will work with community members who will be able design and print products, learn one on one about the digital art trade, participate in weekly workshops, learn software and digital art trade, participate in weekly workshops, learn software and digital art tools.

South Bay Center for Counseling  
Prevention and Aftercare  
Budget Narrative

**Director of Preschool Without Walls – (100%) (72,800 16 months)** – This full-time position will create a curriculum that is developmentally appropriate for children, research and plan age appropriate activities for class, become familiar with community resources and develop relationships with community spaces to create partnerships and promote the program's utilization of their spaces. The Director will also share knowledge of community resources with other PWW staff and collaborate with P&A staff to ensure that program referrals are followed up with in a timely manner.

**Program Manager of Youth Development: – (2 FTE) (\$72,800 16 months)** This full-time position is responsible for developing methods to assist our students in learning through relationship building, curriculums and extra-curricular activities. This includes identifying and implementing ongoing teaching strategies and individualized lesson plans to effectively teach students and supplement their homework. In addition, the Youth Development Manager is responsible for expanding and providing more youth opportunities.

**Preschool Without Wall Parent Educator – (3 FTE) (\$49,400 16 months)** Preschool Without Walls Teacher is responsible to deliver weekly quality early learning experiences to families who would otherwise not have access to early childhood education

**Support youth Specialist – (100%) (\$49,400 16 months)** This full-time position is responsible for developing methods to assist our students in learning through relationship building, curriculums and extra-curricular activities. This includes identifying and implementing ongoing teaching strategies and individualized lesson plans to effectively teach students and supplement their homework. This staff position has a monthly salary of \$3,333 for this contract.

**Employee Benefits and Payroll Taxes**

Medical Insurance, FICA, SUI and Workers' Compensation calculated at 16%, or monthly cost of \$8,922.00 for a total of \$142,752.00 of this contract.

**Subcontractor(s) (\$404,181)**

**City of Carson (\$68,000)** – City of Carson supports the scope of work of a Family Development Coach responsible for serving 40 families yearly, coordination of all City-linked economic development and supportive services. Coordination of 4 Social Connection groups. Oversight of the community Garden.

**South Bay Children's Health Center– (\$78,181)** - . South Bay Children's Health Center supports the scope of work of a Family Development Coach responsible for a caseload of 40 families per year.

**Thriving Together (fatherhood) – (\$64,000)** - will support the scope of work for a Father Engagement program Facilitator that will consist of 40 fathers throughout the year. Mr. Fournier will provide support groups for fathers in Long Beach, Wilmington, San Pedro and Carson. In addition to the support groups, the program will also offer monthly programming including 4 Social Connection groups for fathers.

**East Los Angeles Community Corporation- (\$90,000)** – Monthly subcontract budget allocated to this contract is \$8917. Family Prosperity Initiative will support and accelerate low-income families own efforts to improve their social and economic mobility. Family Prosperity Initiative invests directly into 33 low-income families, so they can work individually and collectively to achieve prosperity.

South Bay Center for Counseling  
Prevention and Aftercare  
Budget Narrative

**CII – (\$48,000)** - CII will provide an employment specialist to provide job placement and support for 15-20+ individuals per year. CII will provide mental health services for children and for parents to serve children or parents with mental health disorders using trauma informed and evidence based practices.

**John Jefferson/Fatherhood- (56,000)** John L. Jefferson will support the scope of work for a Father Engagement program and Facilitator that will consist of 40 fathers throughout the year. Mr. Jefferson will provide support groups for fathers in Hawthorne, Inglewood, and Lawndale. In addition to the support groups, the program will also offer monthly programming including monthly field trips for fathers and their children

**Services and Supplies**

**Office Supplies (\$4,800)**

Program Supplies needed to effectively operate the program including but not limited every day office supplies that are necessary to the staff.

**Phone (\$12,480)**

Phone for program staff providing direct services. Staff will utilize phone to contact caregivers, Network partners, other SBCC staff.

**Rent (\$48,000)**

Office space for program staff at agency location.

**Mileage (\$12,000)**

Travel to meetings with families, to community meetings, site visits, community outreach activities.

**EBSS (10,000)**

Emergency Basis Support Services are used if family cannot afford to purchase and/or otherwise obtain the requested items(s) and all other resources have been explored/or otherwise obtain the requested item(s) and all other resources have been explored/or exhausted. We serve approximately 40 families for 16 months with an estimate allocated \$250 per family. Total contract cost is \$10,000

**Measure H (36, 018.85)**

Emergency Basis Support Services are used if family cannot afford to purchase and/or otherwise obtain the requested items(s) and all other resources have been explored/or otherwise obtain the requested item(s) and all other resources have been explored/or exhausted. We serve approximately 72 families for 4 months with an estimate allocated \$500.00 per family. Total contract cost is \$36,018.85

**County Discretionary Funds (117,254) –**

Which represents 6% of the total contract amount, as required in the RFP. The funds will be allocated towards Cultural Broker, Resource Fairs, Faith Based Partner events, daily family visitation site and trainings DCFS hosts monthly, and these funds are held otherwise unallocated until the County Designee determines their use. Funding will help support both the well-being and economic development activities offered by the Prevention and Aftercare partners on the grant. Those activities will include both monthly and in person virtual activities for families.



South Bay Center for Counseling  
Prevention and Aftercare  
Budget Narrative

**Community-Directed Discretionary Funds (143,982.15)**

Funding will help support both the well-being and economic development activities offered by the Prevention and Aftercare partners on the grant. Those activities will include both monthly and in person virtual activities for families.

- **Doula (10,000)**– host two baby showers and participant appreciation day. Provide concrete support. Doulas purchase monthly concrete supplies for expected mothers can have same day access to things such as diapers, wipes, nursing bras, etc.
- **Youth Development Thriving Together (20,000)** host 4 events and Program materials for lesson plans, supplies for monthly activities, and field trips. Thriving Together serves elementary and middle school aged children with a curriculum heavily based in STREAM principles (Science, Technology, Reading, Engineering, Art and Math), while also providing the opportunity for high school students to become tutors, mentors, and role models as they fulfill service-learning credits needed for graduation. Thriving Together focuses on building life skills such as leadership, patience, problem solving skills, confidence, communication skills, and cooperation skills. The Venture also offers Kindergarten through 6th grade students a seven-week summer program filled with team builders, creative arts, history, STREAM activities, and weekly field trips designed to make learning fun.
- **Pre-school Without Walls (15,000) program supplies for 12 sites with 25 students in each class throughout the community** to promote children's learning in communities where traditional preschool isn't available due to institutional, cultural, or financial circumstances. In this innovative model, parents and caregivers learn alongside their children as they cultivate physical, social, emotional, and cognitive excellence across a range of subjects geared towards helping them develop the social and academic skills they need to be ready for kindergarten.
- **Urban Farm Community Garden (20,000)** – supplies for community garden and monthly activities this allows community members to not only control access to their own food, but actually be part of growing it alongside their families, neighbors, and friends.
- **Street Craft (10,000)** - program supplies for Digital class - SBCC supports entrepreneurs in learning the building blocks of launching a small business, from creating a business plan, to building partnerships, logo and web design, leveraging social media, and more. The Streetcraft Venture includes access to industry clients, access to SBCC's network, online virtual classes, and 1:1 daily sessions with instructors
- **Family Prosperity Initiative (5,002.00)** – The Family Prosperity Venture is an innovative economic development strategy designed to challenge the decades-long public assistance model of poverty reduction by partnering with community members to invest in their own upward mobility. By providing families with flexible spending money, support via social networks, guidance from an Economic Development Coach, and an online platform to track goals and activities, this Venture helps improve their economic stability and overall well-being
- **Collective (10,000)**, SBCC is helping drive economic growth at the local level by supporting professionals and businesses within the community. This includes programs such as bartering as a professional exchange of skills and services delivered via the SBCC website, as well as the Community Beautification/Creative Natives Collective, which leverages local talent to help businesses redesign their space.
- **Fatherhood (15,480)** – monthly activities enrichment field trips and events, weekly father groups and SBCC's strategy to enhance family well-being.
- **Staff enrichment (15,000)**– cost for staff development used to enhance the knowledge and skills of employees while providing information and instruction on how to better perform specific tasks
- **Focus Groups-(15,000)** evaluation instrument -data collection of SBCC programs.

South Bay Center for Counseling  
Prevention and Aftercare  
Budget Narrative

- **Outreach Program (\$8,500)**

Will cover costs for the Outreach programs SBCC has developed/will develop and facilitate to all Relative/NREFM caregivers and children informing them of available support services and contact information within SPA 8. Those events include both the Caregiver/Family Appreciation Day as well as the Community Resource Fair.

**Indirect Costs (\$183,718.35)**

Will fund general costs such as administrative personnel, agency insurance, utilities, and general maintenance.

**CONTRACTOR'S EEO CERTIFICATION**

South Bay Center for Counseling

Contractor Name

540 N Marine Ave Wilmington CA 90744

Address

23-7360521

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |   |                             |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Colleen Mooney Executive Director

Authorized Official's Printed Name and Title

Colleen Mooney

Authorized Official's Signature

3/8/21

Date



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROGRAM MANAGER:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY CONTRACT PROGRAM MONITOR:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** South Bay Center Counseling**CONTRACT NO:** 21-03-08**CONTRACTOR'S PROJECT MANAGER:** Sabrina Silva

Name: Sabrina Silva  
 Title: Director of Prevention and Aftercare  
 Address: 540 N Marine Ave  
Wilmington, CA 90744  
 Telephone: 310-414-2090  
 Facsimile: 310-414-2096  
 E-Mail Address: ssilva@sbaycenter.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Gina Lomibao  
 Title: Director of Finance/Administration  
 Address: 540 N Marine Ave  
Wilmington, CA 90744  
 Telephone: 310-414-2090  
 Facsimile: 310-414-2096  
 E-Mail Address: glomibao@sbaycenter.com

Name: Colleen Mooney  
 Title: Executive Director  
 Address: 540 N Marine Ave  
Wilmington, CA 90744  
 Telephone: 310-414-2090  
 Facsimile: 310-414-2096  
 E-Mail Address: comooney@sbcglobal.net

**Notices to Contractor shall be sent to the following:**

Name: Colleen Mooney  
 Title: Executive Director  
 Address: 540 N Marine Ave  
Wilmington, CA 90744  
 Telephone: 310-414-2090  
 Facsimile: 310-414-2096  
 E-Mail Address: comooney@sbcglobal.net

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME South Bay Center for Counseling Contract No. 21-03-08

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Colleen Mooney DATE: 3/9/21  
 PRINTED NAME: Colleen Mooney  
 POSITION: Executive Director

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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Rudy Melendez

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

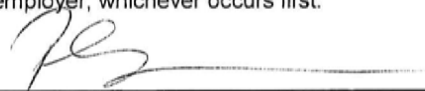
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied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

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

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

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

SIGNATURE:



DATE:

3, 9, 21

PRINTED NAME:

Rudy Melendez

POSITION:

Family Development Coach

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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Alex Cornejo

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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CONFIDENTIALITY AGREEMENT:

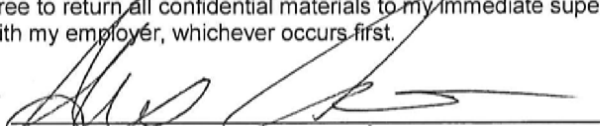
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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for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

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

SIGNATURE:


DATE: 3, 19, 2021

PRINTED NAME:

Alejandro Cornejo

POSITION:

Director of Communication

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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Octavio Ramirez

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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CONFIDENTIALITY AGREEMENT:

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

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

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

SIGNATURE:

Octavio RamirezDATE: 03/09/21

PRINTED NAME:

Octavio Ramirez

POSITION:

Director of Community Border



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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Eros Cortes

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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CONFIDENTIALITY AGREEMENT:

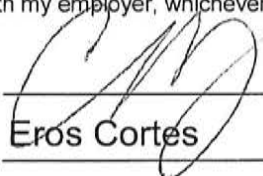
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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for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

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

SIGNATURE:

  
 \_\_\_\_\_  
 Eros Cortes

DATE:

3, 9, 21

PRINTED NAME:

POSITION:

\_\_\_\_\_  
 Manager of Youth Development



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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Johanna Alfaro

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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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.

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

SIGNATURE:

Johanna Alfaro

DATE: 03.09.2021

PRINTED NAME:

Johanna Alfaro

POSITION:

Support Specialist

**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 South Bay Center for Counseling Contract No. 21-03-08  
Employee Name Sabrina Silva

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

SIGNATURE:   
PRINTED NAME: Sabrina Silva  
POSITION: Program Director

DATE: 3, 8, 2021

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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Selene Ketchum

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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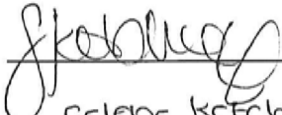
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I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract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

SIGNATURE:   
PRINTED NAME: Selene Ketchum

DATE: 3 / 9 / 21

POSITION: Lead community based drugg

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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Tina Louise

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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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.

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

SIGNATURE:


DATE: 03/09/2021

PRINTED NAME:

TINA LOUISE

POSITION:

COMMUNITY-BASED DOULA



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 South Bay Center for Counseling Contract No. 21-03-08  
Employee Name Jessica Cornejo

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

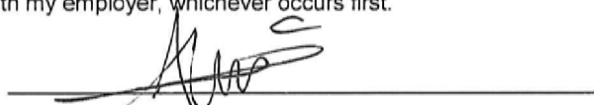
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I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract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

SIGNATURE:



DATE:

3, 9, 21

PRINTED NAME:

Jessica Cornejo

POSITION:

Early Childhood Specialist

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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Lourdes Frausto

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.

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CONFIDENTIALITY AGREEMENT:

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SIGNATURE: 

DATE: 3 19 2021

PRINTED NAME: MA DE LOURDES FRAUSTO

POSITION: EARLY CHILDHOOD SPECIALIST

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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Kenny Altamirano

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:

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SIGNATURE:


DATE: 3 19 21

PRINTED NAME:

Kenny Altamirano

POSITION:

Head Digital Designer/Printer



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 South Bay Center for Counseling Contract No. 21-03-08

Employee Name Victor Castrejon

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.

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SIGNATURE:

DATE: 3/9/2021

PRINTED NAME:

Victor Castrejon

POSITION:

Manager of Youth Development



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 South Bay Center for Counseling Contract No. 21-03-08  
Employee Name Dalilia Cornejo

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.

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SIGNATURE:


DATE: 3, 9, 2021

PRINTED NAME:

Dalilia Cornejo

POSITION:

Program Director

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name South Bay Center for Counseling Contract No. 21-0308  
 Non-Employee Name Jody Barnes

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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**CONFIDENTIALITY AGREEMENT:**

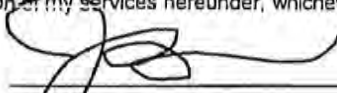
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I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion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

SIGNATURE:


DATE: 3, 18, 2021

PRINTED NAME:

Jody Barnes

POSITION:

Intern

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name South Bay Center for Counseling Contract No. 21-0308

Non-Employee Name Karen Raun

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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SIGNATURE: 

DATE: 3, 18, 21

PRINTED NAME: Karen Raun

POSITION: Panel Intern



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name South Bay Center for Counseling Contract No. 21-03-08

Non-Employee Name Ruby Ruiz

**GENERAL INFORMATION:**

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**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

SIGNATURE: *Rubi Ruiz*

DATE: 3/18/21

PRINTED NAME: Rubi Ruiz

POSITION: Panel Intern

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

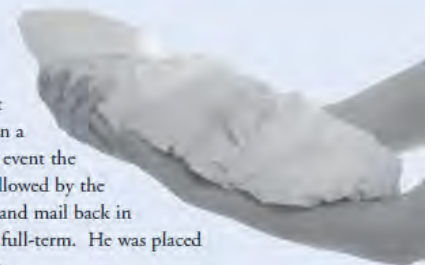
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION  
HANDBOOK

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 BASIS OF ACCOUNTING

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

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

##### Accrual Basis

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

##### Accruals

Accruals shall be recorded observing the following:

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

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

### 1.3 Prepaid Expenses

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

## 2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits)

with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

### 2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

### 2.3 Cash Disbursements Journal

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

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

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

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

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

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

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



## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

### 2.6 Payroll Register

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

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

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

### 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

## 3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

### 3.2 Supporting Documentation

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

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

**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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- Checks – number
- Vouchers –number
- Revenue – receipt number

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

### **4.0 DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

### **5.0 AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

#### **5.1 Single Audit Requirements**

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

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

### **6.0 SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION  
HANDBOOK

**B. INTERNAL CONTROLS**

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

**1.0 CASH RECEIPTS**

1.1 Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

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

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

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

1.4 Bank Reconciliation

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

### **2.0 DISBURSEMENTS**

#### **2.1 General**

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

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

#### **2.2 Approvals and Separation of Duties**

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

### 2.3 Petty Cash

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

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

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

### 2.4 Credit Cards

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

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

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the



## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

### 3.0 TIMEKEEPING

#### 3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

#### 3.2 Personnel and Payroll Records

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

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

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

#### Benefit Balances

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

#### Limitations on Positions and Salaries

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

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

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

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

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

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

## **4.0 FIXED ASSETS**

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

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

### 4.1 Acquisition

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

### 4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

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

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

### 4.3 Security

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

### 4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

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

## 5.0 **BONDING**

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

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION  
HANDBOOK

**C. COST PRINCIPLES**

**1.0 POLICY**

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2. Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3. Budget Limitation

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

1.4. Unspent Funds

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

1.5. Necessary, Proper and Reasonable

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

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

### **2.0 ALLOCATION OF COST POOLS**

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

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

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

#### **2.1 Direct Costs**

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

### 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

### 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

#### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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)

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- 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.



AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION  
HANDBOOK

**F. MISCELLANEOUS REQUIREMENTS**

**1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

**2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

## USER COMPLAINT REPORT

### SAFE CHILDREN AND STRONG FAMILIES

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

Date of Report:	_____	DCFS User Name:	_____
DCFS Office Address:	_____		
Phone No.	_____	E-mail Address:	_____
Date(s) of Incident(s):	_____		

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

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

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## CHARITABLE CONTRIBUTIONS CERTIFICATION

South Bay Center for Counseling

Company Name

540 N Marine Ave Wilmington, CA 90744

Address

23-7360521

Internal Revenue Service Employer Identification Number

15694

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Colleen Mooney  
Signature

3/9/21  
Date

Colleen Mooney - Executive Director

Name and Title of Signer (please print)

IN  
MAIL TO:  
Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470  
(916) 210-6400

WEB SITE ADDRESS:  
[www.socsa.gov/charities/](http://www.socsa.gov/charities/)

## ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Section 12586 and 12587, California Government Code  
11 Cal. Code Regs. section 301-307, 311, and 312

Failure to submit this report annually no later than the 15th day of the 5th month after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.



Attorney General's Office

State Charity Registration Number <u>15694</u>  <b>SOUTH BAY CENTER FOR COUNSELING</b> <small>Name of Organization</small> 540 N. MARINE AVE <small>Address (Number and Street)</small> WILMINGTON, CA 90744 <small>City or Town, State and ZIP Code</small>	Check if: <input type="checkbox"/> Change of address <input type="checkbox"/> Amended report <div style="text-align: right; font-weight: bold;">MAR 09 2020</div> <div style="text-align: right; font-weight: bold;">Registry of Charitable Trusts</div> Corporate or Organization No. <u>0696221</u> Federal Employer I.D. No. <u>23-7360521</u>
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**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)**  
 Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A - ACTIVITIES**

For your most recent full accounting period (beginning 7/01/18 ending 6/30/19) list:  
 Gross annual revenue \$ 6,181,363 Total assets \$ 3,069,003

**PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

**Note:** If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1 During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2 During this reporting period, were there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 During this reporting period, did non-program expenditures exceed 50% of gross revenue?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7 During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Organization's area code and telephone number 310 971-8314

Organization's e-mail address SBAYCENTER@SBAYCENTER.COM

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete.

Colleen Mooney [REDACTED] COLLEEN MOONEY EXECUTIVE DIRECTOR 3-20-2020  
Signature of authorized officer Printed Name Title Date

689098 \$25

South Bay Center for Counseling

CA – RRF-1 Return

Part B – Item 6

Please update information for all government funding and individual contributions over \$5,000 received for FYE 2018-2019

	<b>Name</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b>
1)	L.A.Unified School District	333 S. Beaudry Ave., 29 <sup>th</sup> Floor, Los Angeles, CA 90017	Wendy Cowan	(213) 241-3067
2)	Dept. of Children & Family Services, L.A. County	425 Shatto Place, Los Angeles, CA 90020	Sevana Naaman Program Manager	(213) 351-3236
3)	Office of Child Abuse Prevention, Department of Social Services	744 P Street, MS 8-11-82, Sacramento, CA 95814	MaryAm Saad	(916) 651-6702
4)	Los Angeles County Children and Families First Proposition 10 (aka First5LA)	750 N Alameda, Suite 300, Los Angeles, CA 90012	Alfredo Lee	(213) 482-5903
5)	Department of Health Services	313 N Figueroa St, #132, Los Angeles, CA 90012	Jessica Sarriot	(213) 288-8930
6)	County of Los Angeles – Board of Supervisors	500 Temple St, Room 33, Los Angeles, CA 90012	Erika Velazquez	(213) 705-6293
7)	City of Los Angeles	200 N Spring St, Los Angeles, CA 90012	Melina Cervantes	(213) 978-1086