

# SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES

21035

This SUBCONTRACT is made and entered into this First day of July, 2008 by and between SOUTH BAY CENTER FOR COUNSELING (hereafter "CONTRACTOR") located at: 360 North Sepulveda, Suite 2075, El Segundo, CA 90245 and CITY OF LONG BEACH (hereafter "SUBCONTRACTOR"), located at: 6335 Myrtle Avenue, Long Beach, California 90805.

WHEREAS, CONTRACTOR has entered into a Contract for Family Support Services (hereafter "Prime Contract") with the County of Los Angeles, (hereafter "County") and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to Family Support Services, and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the Terms and Conditions of this Subcontract.

NOW, therefore, CONTRACTOR and SUBCONTRACTOR agree as follows:

## 1.0 PRIME CONTRACT

Notwithstanding any other provisions of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with COUNTY and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the COUNTY.

- 1.1 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit A to this Subcontract.

## 2.0 TERMS OF SUBCONTRACT

The terms of this Subcontract shall commence on July 01, 2008, and shall expire on June 30, 2009, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract.

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed \$ 32,000.00 for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year (FY):

FFY (July 01, 2008 – June 30, 2009)                      \$ 32,000.00

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for service provided. Seventy-five percent (75%) of funds shall be expended by February 28th, 2009. Should seventy-five percent (75%) of funds not be expended, SUBCONTRACTOR shall submit in writing, a Program Plan (including activity timeline and projected expenditures) to CONTRACTOR and must be approved by Program Director OR contract funds will be subject to reallocation. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice.

3.3 The SUBCONTRACTOR shall provide the following activities/services:

Services:

Structured Parent-Child and/or Family-Centered Activities

3.4 Payment to SUBCONTRACTOR will be

3.4.1 Line Item Service Rate. The line item service rate is based on the budgeted cost in providing the activity/service

Type of Service: Structured Parent-Child and/or Family-Centered Activities

3.5 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the term of this Subcontract.

3.6 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any Compensation or cost related to this Subcontract.

3.7 CONTRACTOR shall hold final contract payment until such time that all required reports, evaluation surveys, evaluation forms, and invoices with supporting documentation are submitted and approved.

3.8 CONTRACTOR reserves the right to re-distribute the unspent portion of the SUBCONTRACTOR'S contract amount before the subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per Statement of Work.

#### 4.0 THIRD PARTY BENEFICIARY

4.1 CONTRACTOR and SUBCONTRACTOR understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.

4.2 Notwithstanding any other provision of this subcontract, the COUNTY, does not intend for Subcontractor to acquire any rights as a third party beneficiary of prime contract.

#### 5.0 NOTICES

All notices required by this Subcontract shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class postage prepaid to SUBCONTRACTOR at 6335 Myrtle Ave., Long Beach, CA 90805, Attn: Family Support Program Manager and to CONTRACTOR at 360 North Sepulveda, Suite 2075, El Segundo, CA 90245, Attn: Mary Hammer. Notice shall be deemed given on the date personal delivery is made or on the date when deposited in the mail, whichever occurs first. Notice of change of address shall be given in the same manner as stated for other notices.

#### 6.0 INSURANCE

Without limiting SUBCONTRACTOR's indemnification of COUNTY, and during the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. As stated in Section 8.27.6, Insurance Coverage Requirements for Subcontractors, SUBCONTRACTOR may be endorsed and named as an Additional insured on Contractor's liability insurance, if applicable.

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

Mary Hammer  
Program Director  
South Bay Center for Counseling  
360 North Sepulveda Suite 2075  
El Segundo, CA 90245

And to:

DCFS Contracts Administration  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020

prior to commencing under this Contract, shall specifically identify this Contract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

A Liability: Such insurance shall be endorsed naming COUNTY, as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual independent

contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.

2. Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of no less one million dollars (\$1,000,000) per occurrence.
- B. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars (\$1,000,000) limit, covering all persons who provide services for the CONTRACTOR.
- C. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the (CONTRACTOR, its officers, or employees with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.
- D. Property Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:
1. Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of the COUNTY –owned or leased property.
  2. Real Property and All Other Personal Property – Special form (“all risk”) coverage for full replacement value of COUNTY –owned or leased property.
- E. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.
- Employee Dishonesty: \$ 500,000  
Forgery or Alteration: \$ 500,000  
Theft, Disappearance and Destruction: \$ 500,000  
Computer Fraud: \$ 500,000  
Burglary and Robbery: \$ 500,000
- F. Notwithstanding any other provisions of this Contract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Contract and COUNTY may immediately terminate or suspend this Contract as a result thereof.

**SUBCONTRACT FOR FAMILY SUPPORT PROGRAM  
ACTIVITIES/SERVICES**

The parties hereto have caused this Subcontract to be executed:

CONTRACTOR:

**South Bay Center for Counseling**

Name of Agency

Colleen Mooney  
Authorized Signature

Colleen Mooney Executive Director  
Colleen Mooney, Executive Director

**SUBCONTRACTOR:**

**City of Long Beach**

Name of Agency

Authorized Signature  
Print Name and Title

Patrick West . Assistant City Manager  
Patrick West, City Manager

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

Tax Identification Number

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

APPROVED AS TO FORM

August 21, 20 08  
ROBERT E. SHANNON, City Attorney

By Linda Trang  
LINDA TRANG  
DEPUTY CITY ATTORNEY

**South Bay Center for Counseling  
Family Support Program  
2008-2009  
Statement of Work**

Please complete the following Statement of Work including objectives, activities and timeline.

<b>Fiscal Year:</b>	July 1, 2008 – June 30, 2009
<b>Agency Name:</b>	City of Long Beach Center for Families and Youth

**Objectives** (please include program objectives for the term of the subcontract)

The Center for Families and Youth Family Support Program objectives are to provide enriching, educational, safe and entertaining parent-child/family-centered structured activities. Every effort is made to promote and extend an invitation of participation to referred CFY client families as well as SPA 8 community residence. The goal is to make these services available but not limited to those who would have financial difficulties affording to participate in such activities as amusement parks, restaurants, sporting venues, theatrical performances, Thanksgiving food baskets, holiday parties and gifts, etc. The hope is that all of the participants will have a positive interactive family experience while providing opportunities that are suitable for family's with young children as well as teenagers.

**Activities** (list program services/activities including estimated number of clients served)

- Museum of Tolerance Tour & Lunch – Approximately 30-35 participants
- Back-To-School Family Fun Day Picnic – DBT – Approximately 80-100 participants will be served.
- Family Fun Day –(UniverSOUL Circus is in Town!) – Approximately 30-40 participants will be served.
- Thanksgiving Feast Restaurant Gift Card Distribution – Approximately 10-20 families served.
- 12<sup>th</sup> Annual Holiday Festival & Gift Give Away – Approximately 125 participants served.
- Tiny Tots Family Fun Day (Disney on Ice Show) – DBT – Approximately 25-30 participants served.
- Daddy and me – (Sporting, Fishing, Hiking, Golfing, Outdoor Activity) – 20-25 participants to be served.
- Mommy and me – (“Luncheon for just the Girls”-speaker: self esteem, beauty, etc) – DBT – Approximately 20-30 participants.

**Timeline** (monthly breakdown of program services/activities)

July 2008– Planning and organizing parent-child and family-centered activities for August-September 2008.  
**August 2008– Museum of Tolerance Tour & Lunch – Family Fun Days - DBT**  
**September 2008– Back-To-School Family Fun Day Picnic - DBT**  
 October 2008 - Planning and organizing parent-child and family-centered activities for November-December 2008.  
**November 8, 2008 – Family Fun Day –(UniverSOUL Circus is in Town!)**  
**November 17<sup>th</sup> – 21<sup>st</sup>, 2008 – Annual Thanksgiving Basket Giveaway or Restaurant Gift Card Distribution**  
**December 19, 2008 – 12<sup>th</sup> Annual Holiday Festival & Gift Give Away**  
 January 2009 - Planning and organizing parent-child and family-centered activities for February-April 2008  
**February 2008 – Tiny Tots Family Fun Day (Disney on Ice Show) - DBT**  
**March 2008 – Daddy and me – (Sporting, Fishing, Hiking, Outdoor Activity)**  
 April 2008 - Planning and organizing parent-child and family-centered activities for May 2008.  
**May 2008 – Mommy and me – (“Luncheon for just the Girls”-speaker: self esteem, beauty, etc) - DBT**  
 June 2008 – Fiscal year close out of activities and resolve all invoices.

**\*All activities are subject to change or rescheduled based on availability of admission tickets, changes in fees and or weather conditions.**

**Family Support Program**

**Budget for 2008-2009 Fiscal Year**

**Agency's Name**

City of Long Beach Center for Families and Youth

**Address**

6335 Myrtle Ave

**City & Zip**

Long Beach, CA 90805

**Tel.#**

562-570-3275/570-3279

**Fax#**

562-570-3306

**Contact Person**

Denine Virgil, Resource and Referral Coordinator  
(Family Support Coordinator)

Cost Category	Annual 2008-09 Budget
<b>I. Personnel Costs</b>	
A. Salaries & Wages	14,462
B. Employee Benefits	7,253
C. Consultants	
<b>II. Non-Personnel Costs</b>	
D. Staff Mileage	300
E. Facility Costs	
F. Consumable Supplies (Office Supplies)	600
G. Equipment Costs	
H. Indirect Costs	85
I. Other Direct Costs	
<b>PROGRAM ACTIVITIES</b>	
• Museum of Tolerance Tour & Lunch	760
• Back-to-School Family Fun Day Picnic	2,000
• Family Fun Day (UniverSOUL Circus is in Town!)	660
• Thanksgiving Family Feast Gift Cards	480
• 12 <sup>th</sup> Annual Holiday Festival	2,500
• Family Fun Day – Disney on Ice Show	1,000
• Daddy and Me (Outdoor Activity)	500
• Mommy and Me (Lunch & Beauty Session)	500
• Transportation	900
<b>TOTALS</b>	<b>\$32,000.00</b>

Submitted by: Denine Virgil  
Denine Virgil, Coordinator

6-5-08  
Date

**CERTIFICATION:**

Rosie Velazquez-Gutierrez, Center Director

X Rosie Velazquez-Gutierrez  
AGENCY REPRESENTATIVE SIGNATURE

6-5-08  
DATE

Copy

CITY OF LONG BEACH  
CERTIFICATE OF SELF-INSURANCE



With respect to:

(Agreement Title/Program and subject/location)

Subcontract for Family Support Program Activities/Services (Region 8) between the Certificate Holder (Contractor) and City of Long Beach Department of Health and Human Services (Subcontractor)—Amendment—7/1/2008-6/30/2009

City of Long Beach Program Coordinator

Rosie Velazquez-Gutierrez, Health

Phone (562) 570-3276

Between the City of Long Beach and

Certificate Holder:  
(Name and Location)

South Bay Center for Counseling, 360 North Sepulveda Blvd. #2075, El Segundo, CA 90245

Contact Person

Mary Hammer, Program Director

Phone (310) 414-2090

Type of Coverage:

Commercial general liability equivalent in scope to CG 00 01 10 93 in an amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate; commercial automobile liability equivalent in scope to CA 00 01 06 92 in an amount of \$1,000,000 per accident covering all owned, nonowned, and hired autos; professional liability in an amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate; and statutory workers' compensation and \$1,000,000 employer's liability per accident

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner upon thirty (30) days written notice to the Certificate Holder. If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the County of Los Angeles, c/o Certificate Holder, thirty (30) days prior written notice by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate does not amend, extend or alter the coverage evidenced herein.

Such insurance provided herein is primary and not contributing with any other insurance or self-insurance programs maintained by the County to the extent of liability incurred by the County as a result of the operations of the City under the above Agreement/Program.

Additional Covered Interest: The County of Los Angeles, its Special Districts, its officials, officers, and employees are additional covered interests under the general liability coverage with respect to liability incurred as a result of the operations of the City under the above Agreement/Program, provided that such liability is due to the sole negligence of the City.

For further information or in the event of a claim, contact:

Certified by:

City of Long Beach  
Attn: Risk Management  
333 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6754  
(562) 570-5375 (fax)

*Michael Alio*

Michael Alio  
Risk Manager

Cert. No. 2008-045C

Coverage period: July 1, 2008 – June 30, 2009

Date issued: July 17, 2008



EXHIBIT A

**FORM CONTRACT**

**BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**SOUTH BAY CENTER FOR COUNSELING**  
**CONTRACTOR**

**FOR**

**FAMILY SUPPORT SERVICES**

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

August 2005

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

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## **Exhibits**

- Exhibit A Family Support Program Statement of Work
- Exhibit B Budget
- Exhibit C Certification of Independence Price Determination
- Exhibit D Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit E Community Business Enterprise (CBE) Form
- Exhibit F-1 Contractor Employee Acknowledgment and Confidentiality Agreement
- Exhibit F-2 Non-Contractor Employee Acknowledgment and Confidentiality Agreement
- Exhibit G Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H Internal Revenue Notice 1015
- Exhibit I This exhibit is left intentionally blank.
- Exhibit J Jury Service Program Certification – Los Angeles County Code 2.203 (Jury Service Program)
- Exhibit K This exhibit is left intentionally blank.
- Exhibit L Safely Surrendered Baby Law
- Exhibit M Sample Subcontract
- Exhibit N Contract Discrepancy Report
- Exhibit O Fixed Asset Instructions and Form

## **Family Support Specific Exhibits**

- Exhibit FS-2 Individual Family Service Log and Instructions
- Exhibit FS-3 Cumulative Monthly Linkage Report
- Exhibit FS-4 Intake/Exit Form
- Exhibit FS-5A County's Administration
- Exhibit FS-5B Contractor's Administration
- Exhibit FS-6 Family Centered Service Request for Authorization (DCFS 800)
- Exhibit FS-7 Customer Satisfaction Survey
- Exhibit FS-8 DCFS Form 800

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
SOUTH BAY CENTER FOR COUNSELING  
FOR  
FAMILY SUPPORT PROGRAM**

This Contract is made and entered into this 1<sup>ST</sup> day of AUGUST 2005 by and between the County of Los Angeles, Department of Children and Family Services hereinafter referred to as COUNTY and SOUTH BAY CENTER FOR COUNSELING, hereinafter referred to as CONTRACTOR, who has to maintain an office within the Service Planning Area (SPA) Number 8 to provide the required FS services.

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY may contract for Family Support Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a 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 Family Support Services; and

WHEREAS, pursuant to provisions of Section 430, Title IV-B, Subpart 2, of the social Security Act as amended by the omnibus Budget Reconciliation Act of 1993 and 45 CFR 1357 is designated to administer the federal Promoting Safe and Stable Families services designed to help State child welfare agencies and eligible Indian Tribes establish and operate integrated community-based family support services for families at risk or in crisis; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to ensure the health and well-being of children and family members, especially children, receiving Family Support Services and are in the best interest of the children; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services (DCFS) to execute the Contract; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F-1, F-2, G, H, I, J, K, L, M, N, O, FS-1, FS-2, FS-3, FS-4, FS-5A, FS-5B, FS-6, FS-7 and FS-8 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### Exhibits

Exhibit A	Family Support Program Statement of Work
Exhibit B	Proposed Budget
Exhibit C	Certification of Independence Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	Internal Revenue Notice 1015
Exhibit I	This exhibit is left intentionally blank.
	2.203 (Jury Service Program)
Exhibit K	This exhibit is left intentionally blank.
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Sample Subcontract
Exhibit N	Contract Discrepancy Report
Exhibit O	Fixed Asset Instructions and Form

### Family Support Specific Exhibits

Exhibit FS-1	Monthly Summary Report and Instructions
Exhibit FS-2	Individual Family Service Log and Instructions
Exhibit FS-3	Cumulative Monthly Linkage Report
Exhibit FS-4	Intake/Exit Form
Exhibit FS-5A	County Administration
Exhibit FS-5B	Contractor's Administration
Exhibit FS-6	Family Centered Service Request for Authorization (DCFS 800)
Exhibit FS-7	Customer Satisfaction Survey
Exhibit FS-8	DCFS Form 800



**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

DAVID SANDERS, Ph.D.  
Director

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

October 19, 2005

Ms. Colleen Mooney, Executive Director  
SOUTH BAY CENTER FOR COUNSELING  
360 N. Sepulveda Blvd., Suite 2075  
El Segundo 90245

Dear Ms. Mooney:

This is to provide you with your Family Support contract for SPA 8.

Also attached are blank forms of Exhibit F-1, Contractor Employee Acknowledgement And Confidentiality Agreement, and Exhibit F-2, Non-Contractor Employee Acknowledgement And Confidentiality Agreement. Exhibit F-1 are for your employees to complete. Exhibit F-2 are for your sub-contractors to complete. You may photocopy the form for your employees or sub-contractors as needed.

Please return all completed F-1 and F-2 exhibits, and indicate on the upper right corner of Page 1 of the form, the type of contract (e.g., Family Support [FS], Family Preservation [FP], or Adoption Promotion and Support Services [APSS]), and the area you are serving (e.g., Service Planning Area for FS or APSS or name of DCFS Office Boundary for FP) by Monday, October 31, 2005 to:

Department of Children and Family Services  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attn: Gerardo Murrieta

Should you have any questions, or need additional information, please feel free to call my staff, Lamberto Villarroel at (213) 351-5830, or Gerardo Murrieta at (213) 351-5841.

Thank you for your patience.

Sincerely,

Walter Chan, Manager  
Contracts Administration

WC:rml

Attachments (3)

## 2.0 DEFINITIONS

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

- 2.1 **CONTRACT** – Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **CONTRACTOR** – The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 **CONTRACTOR PROJECT MANAGER** – The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **COUNTY PROGRAM DIRECTOR** – Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Program Manager.
- 2.5 **COUNTY PROGRAM MANAGER** – Person designated by COUNTY's Program Director to manage the operations under this Contract.
- 2.6 **COUNTY CONTRACT PROGRAM MONITOR** – Person with a responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.7 **DAY(s)** – Calendar day(s) unless otherwise specified.
- 2.8 **FISCAL YEAR** – The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

## 3.0 CONTRACTOR'S WORK

- 3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.



deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for two (2) years, eleven (11) months commencing on August 1, 2005 or date of execution by the Director of DCFS, whichever is later, and shall continue through June 30, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The COUNTY shall have the sole option to extend the Contract term. Each such extension shall be exercised at the sole discretion of the COUNTY Board of Supervisors.
- 4.3 CONTRACTOR shall notify DCFS when this Contract is within six (6) months of expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit FS-5A, County Administration.

#### **5.0 CONTRACT SUM**

- 5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, provided that the total amount payable under this Contract shall not exceed \$1,200,000, hereinafter referred to as "Maximum Contract Sum".
- 5.2 The maximum amount payable under this Contract for each of the Contract years shall not exceed \$400,000 for FY 2005-06, and \$400,000 for each FY 2006-07 and FY 2007-08, hereinafter referred to as "Maximum Annual Contract Sum" to provide the required FS services in Service Planning Area 8 that the CONTRACTOR shall serve.
- 5.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference

herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 8.4, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.4 Contractor shall not utilize more than ten percent (10%) of their Maximum Annual Contract Sum for administrative and indirect costs.

5.5 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

5.6 **Invoices and Payments**

5.6.1 COUNTY's new Web-based Application System (billing function) will be implemented between four to six months after commencement of the Contract. Once the new Application System is available, CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. CONTRACTOR must have available the necessary electronic equipment as set forth in Section 7.5, Computer and Information Technology Requirements, of this Contract, and in Exhibit A, FS Statement of Work, Section 5.4. In addition to the electronic invoice, CONTRACTOR shall continue to send signed original hard copies of the invoices to the COUNTY's Program Manager for review and approval.

5.6.2 For work performed in accordance with the terms of this Contract as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit B, Budget and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).

5.6.3 CONTRACTOR, without prior approval of COUNTY, may allocate up to a maximum of five percent (5%) of the Maximum

Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment and travel). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

Department of Children and Family Services  
Attn: Iris Courtney, Program Manager  
Family Support Program  
425 Shatto Place, Room 301  
Los Angeles, California 90020

And a duplicate Budget modification request to:

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

- 5.6.4 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and the line item budget categories of Exhibit B, Proposed Budget.
- 5.6.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Budget.
- 5.6.6 Prior to the implementation of the COUNTY's Web-based Application System, CONTRACTOR shall submit the original monthly invoice to DCFS Contract Payment Unit and one copy to the County Program Manager for review and approval.

CONTRACTOR shall send original invoices to:

Department of Children and Family Services  
Attention: Contract Payment Unit  
425 Shatto Place, Room 204

Los Angeles, California 90020

And duplicate copies of the invoices to be approved to:  
Department of Children and Family Services  
Family Support Program  
Attention: Iris Courtney, Program Manager  
425 Shatto Place, Room 301  
Los Angeles, California 90020

- 5.6.7 ~~The Program Manager shall~~ review the detailed charges to ensure charges are in accordance with the Contract terms and that invoiced services have been received.
- 5.6.8 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Contract Payment Unit for payment.
- 5.6.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of the Contract. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.6.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.6.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments that exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the

COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 5.6.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.6.13 CONTRACTOR shall notify COUNTY, in the manner set forth in Section 5.5, Invoices and Payments, and Section 8.33 Notices, of this Contract, when expenditures under this Contract total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Section 5.5, Invoices and Payments, and Section 8.33, Notices, of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Section 5.5, Invoices and Payments, and Section 8.33, Notices.
- 5.6.14 CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## 6.0 ADMINISTRATION OF CONTRACT – COUNTY

### COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sections are designated in Exhibit FS-5, County Administration. The COUNTY shall notify the Contractor in writing of any change in the names or addresses shown.

#### 6.1 COUNTY'S PROGRAM DIRECTOR

Responsibilities of the COUNTY's Program Director include:

- Ensuring that the objectives of this Contract are met;

- Making changes in the terms and conditions of this Contract in accordance with Section 8.4, Change Notices and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

## 6.2 County's Program Manager

6.2.1 The responsibilities of the COUNTY's Program Manager include:

- Meeting with CONTRACTOR's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

## 6.3 County's Contract Program Monitor

The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

## 7.0 ADMINISTRATION OF THE CONTRACT – CONTRACTOR

### 7.1 Contractor's Project Manager

7.1.1 CONTRACTOR's Project Manager is designated in Exhibit FS-5B, Contractor's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Contract Program Monitor on a regular basis.

## 7.2 Approval Of Contractor's Staff

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

## 7.3 Confidentiality

7.3.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.3.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract. CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the attached "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.3.3 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Sections 827 and 10850 of the California Welfare and Institutions Code and MPP Division 19.

## 7.4 Case Records

CONTRACTOR shall develop and maintain a written case record for each family receiving Family Support services during the Contract term and make them available upon request by COUNTY. Each case record shall include, but not be limited to the following:

7.4.1 The Family Support Referral Service Authorization form (DCFS 800) for DCFS families;

7.4.2 The Intake/Exit Program Referral form (completed by CONTRACTOR and/or Subcontractor)

7.4.3 The case progress notes from the CONTRACTOR and/or Subcontractor documenting the services provided and the family's progress. Case progress notes shall include, at a minimum, the date, time, the persons present, the issues discussed, the family's progress and the signature of the CONTRACTOR's/Subcontractor's staff; and

7.4.4 The Family Support Individual Family Service Log for each family, listing each Family Support service the family received, the name of the agency providing the service, the family's attendance dates, and the Service Completion or Service Termination date.

7.4.5 CONTRACTOR shall maintain terminated case records for a minimum of five (5) years after each Contract period. These records shall be made available to the COUNTY upon demand. All records shall be kept in accordance with Contract Section 8.38, Record Retention and Inspection/Audit Settlement.

## 7.5 Computer and Information Technology Requirements

7.5.1 CONTRACTOR shall provide a computer, within thirty 30 days of commencement of the Contract, with the following hardware and software and an agreement for the on-site maintenance for the entire term of the Contract.

- ✓ Basic Computer
- ✓ IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz.
- ✓ 256 Megabytes of memory or more
- ✓ Desktop screen resolution of 1024 X 768
  
- ✓ Software
- ✓ Microsoft Windows 2000, Windows XP, or a fully compatible system
- ✓ Internet Explorer 5.5 or fully compatible internet browser software
  
- ✓ Internet Access:
- ✓ High Speed internet access (DSL or Cable Modem)
- ✓ Establish linkages with the Web-based Application System (billing function) that is being implemented by COUNTY.

7.5.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services and any contracted program evaluator, when applicable.



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

7.5.4 During the term of the Contract, COUNTY will provide software for CONTRACTOR's automated invoicing. This software shall be installed and maintained by COUNTY.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Assignment And Delegation**

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of DCFS or his/her designee. Any unapproved assignment or delegation shall be null and void. Any payments by DCFS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DCFS' sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DCFS' express prior written approval, may result in the termination of this Contract.

### **8.2 Authorization Warranty**

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

### **8.3 Budget Reductions**

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR

under the Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

#### 8.4 Change Notices and Amendments

The COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

- 8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Contract, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Contract, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of supervisors for consideration and, if approved, execution.
- 8.4.4 For purposed of Sections 8.4.1 and 8.4.2 a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Contract.
- 8.4.5 Notwithstanding the provisions of Section 8.4.1 and 8.4.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Contract which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Contract under the following conditions:
  - 8.4.5.1 COUNTY's total payments to CONTRACTOR shall not increase more than twenty-five percent (25%) per year and in the aggregate above the original

Maximum Contract Sum during the term of this Contract.

8.4.5.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.

8.4.5.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and

8.4.5.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within fifteen (15) days following execution of such amendment.

## 8.5 Child Abuse Prevention Reporting

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

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

8.5.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.5.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

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

## 8.6 Compliance with Applicable Law

- 8.6.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 8.6.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 8.6.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 8.6.1.3 CONTRACTOR agrees to comply fully with the terms of the Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.6.1.4 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 8.6.1.5 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the

CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 8.6.1, Compliance with Applicable Laws.

#### **8.7 Compliance With Civil Rights Laws**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit D, CONTRACTOR's EEO Certification.

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

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

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

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

8.8.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-section, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more COUNTY Contracts or Subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.8.2.4 CONTRACTOR's violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

## 8.9 Conflict of Interest

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

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

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

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

## 8.11 Consideration of Hiring Gain/Grow Program Participants

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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

## 8.12 Consideration of Hiring Former Foster Youth

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 8.10 and 8.11, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services  
Attention: Emancipation Services  
3530 Wilshire Boulevard, 4<sup>th</sup> Floor  
Los Angeles, California 90010  
Telephone # (213) 351-0100  
FAX: (213) 637-0035

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

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

## 8.13 Contractor Responsibility and Debarment

### 8.13.1 Responsible Contractor



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

**8.13.2 Chapter 2.202 of the County Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

**8.13.3 Non-responsible Contractor**

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

**8.13.4 Contractor Hearing Board**

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

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

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

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

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

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. DCFS will supply the CONTRACTOR with the poster to be used.

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

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby

Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.15 Contractor's Warranty Of Adherence To County's Child Support Compliance Program**

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

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

**8.16 COUNTY'S Quality Assurance Plan**

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

**8.17 Criminal Clearances**

8.17.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to

ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.

- 8.17.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.17.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.

273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

#### 8.18 Disputes Resolution

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

#### 8.19 Employment Eligibility Verification

8.19.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter

amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

#### 8.20 Facsimile Representations

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### 8.21 Fair Labor Standards

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

#### 8.22 Fixed Assets

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

## 8.23 Independent Contractor Status

- 8.23.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.23.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.23.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Worker's Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 8.23.4 As previously instructed in Section 7.3, Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2.

## 8.24 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney

and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

## 8.25 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

8.25.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to: DCFS Contracts Administration, Attention: Walter Chan, Contracts Manager, 425 Shatto Place, Room 400, Los Angeles, California 90020, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract.
- Clearly evidence all coverages required in this Contract.
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M.



Best rating of not less than A:VII, unless otherwise approved by COUNTY.

- 8.25.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 8.25.4 **Notification of Incidents, Claims or Suits: CONTRACTOR Shall Report to COUNTY**
- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
  - Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
  - Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY's Contracts Manager.
  - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 8.25.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 8.25.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**8.26 Insurance Coverage Requirements.**

8.26.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.26.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.26.3 **Workers' Compensation and Employer's Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.26.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.

8.26.5 **Property Coverage:** Such insurance shall provide deductibles of no greater than 5% of the property value, but shall not exceed \$5,000 per insured unit and shall include:

8.26.5.1 **Personal Property:** Special form ("all risk") coverage for the actual cash value of property, including but not limited to equipment, motor vehicles, computers and communication devices, purchased to provide services required under this contract.

8.26.6 **Crime Coverage:** Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 500,000
Forgery or Alteration:	\$ 500,000
Theft, Disappearance and Destruction:	\$ 500,000
Computer Fraud:	\$ 500,000
Burglary and Robbery:	\$ 500,000

## 8.27 Liquidated Damages

8.27.1 If, in the judgment of the DCFS Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his designee, at his option, in addition to or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his designee, in a written notice describing the reasons for said action.

8.27.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction; and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.27.3 The action noted in Sub-section 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.27.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

## 8.28 Most Favored Public Entity

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

## 8.29 Nondiscrimination and Affirmative Action

8.29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation. in

compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.29.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, CONTRACTOR's EEO Certification.
- 8.29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.29 when so requested by the COUNTY.
- 8.29.7 If the COUNTY finds that any provisions of this Section 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a

finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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

**8.30 Non-Exclusivity**

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

**8.31 Notice of Delays**

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

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

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

**8.33 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit FS-5A, County's Administration and Exhibit FS-5B Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. DCFS Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

All notices to COUNTY shall be sent, in duplicate, addressed as follows:  
Department of Children and Family Services

Contracts Administration  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to:

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

**8.34 Prohibition against Inducement or Persuasion**

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

**8.35 Proprietary Rights**

8.35.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained herein.

8.35.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software and modifications thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and

sold or leased to the general public shall not be subject to the ownership provisions of this Section 8.35. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 8.35.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 8.35.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 8.35.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 8.35.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 8.35.4 for:
- 8.35.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 8.35.3;
  - 8.35.5.2 Any materials, data and information covered under Sub-section 8.35.2; and
  - 8.35.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 8.35.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from the loss or damage by any cause, including, but not limited to, fire and theft.
- 8.35.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in



COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

8.35.8 The provisions of Sub-sections 8.35.5, 8.35.6 and 8.35.7 shall survive the expiration or termination of this Contract.

### 8.36 Public Records Act

8.36.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Section 8.38, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### 8.37 Publicity

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

management review, or audit is started, the records shall be retained until all litigation, claims, financial management review or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

- 8.38.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 8.38.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Contract. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff and board members in all such efforts.

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

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

8.37.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

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

8.38.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirement for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

8.38.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U.S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim financial

8.38.6 All users 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.

8.38.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may withhold reimbursement or terminate this Contract.

### 8.39 Recycled Bond Paper

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

### 8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to Subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to Subcontract, the CONTRACTOR shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed Subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.40.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR'S employees.

8.40.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to Subcontract.

notwithstanding the COUNTY's approval of the CONTRACTOR'S proposed Subcontract.

- 8.40.5 COUNTY's consent to Subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.40.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any Subcontract and Subcontractor employees.
- 8.40.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to Subcontract.
- 8.40.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

DCFS Contracts Administration  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.15, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section 8.43, Termination for Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

## 8.42 Termination for Convenience

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

## 8.43 Termination for Default

- 8.43.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Director:
- CONTRACTOR has materially breached this Contract;
  - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure:
- 8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-section 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY

may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-section.

8.43.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Section 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of Sub-section 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42, Termination for Convenience.

8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in this Section 8.43, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the

COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.27.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the DCFS Director, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.24, indemnification.

- 8.43.6 The rights and remedies of the COUNTY provided in this Section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

- 8.44.3 Among other items, such improper consideration may take the



form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

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

8.45.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

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

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

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

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

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds

were appropriated. COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Warranty Against Contingent Fees**

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

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

#### **8.49 Interpretation of Contract**

##### **8.49.1 Validity**

The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

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

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

##### **8.49.3 Captions and Section Headings**

Each section and certain sub-sections of this Contract have been supplied with captions that serve only as guides to the contents. The captions do not control the meaning of any section or sub-section or in any way determine this Contract's interpretation or meaning.

##### **8.49.4 Waiver**

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or Contracts herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

## 8.50 Complaints

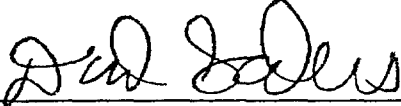
The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Contract effective date, the Contractor shall provide the County within the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.50.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.50.2 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.
- 8.50.3 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.
- 8.50.4 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.
- 8.50.5 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.
- 8.50.6 Copies of all written responses shall be sent to the County's Program Manger within three (3) business days of mailing to the complainant.

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
SOUTH BAY CENTER FOR COUNSELING  
FOR  
FAMILY SUPPORT PROGRAM**

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 subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES



DAVID SANDERS, PH.D.  
DIRECTOR, DEPARTMENT OF  
CHILDREN AND FAMILY SERVICES

SOUTH BAY CENTER FOR  
COUNSELING  
CONTRACTOR

BY Colleen Mooney

Colleen Mooney  
Print or Type Name

Executive Director  
Title

APPROVED AS TO FORM BY THE  
OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.,

BY \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

By Signature on File  
Deputy County Counsel

Tax ID Number \_\_\_\_\_

**EXHIBIT A**

**FAMILY SUPPORT PROGRAM  
STATEMENT OF WORK**

**AUGUST 2005**

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

STATEMENT OF WORK

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## STATEMENT OF WORK

### PART A. INTRODUCTION

#### 1.0 PREAMBLE

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

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

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

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

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

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

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

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

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.



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

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

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

#### **Personal Service Delivery**

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

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

#### **Service Access**

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

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

- Follow-up to ensure appropriate delivery of services

### **Service Environment**

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

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

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

## **2.0 OVERVIEW**

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

- 2.1.1 To prevent child maltreatment among families at risk through the provision of supportive family services.
- 2.1.2 To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.
- 2.1.3 To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.
- 2.1.4 To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

2.2 In accordance with the PSSF philosophy, the Department of Children and Family Services (DCFS) contracts with community-based agencies to

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

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

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

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

2.3 The FS Program provides services for at risk families. These services (1) promote the safety of children and families and increase the strength and stability of families; (2) increase parents' confidence and competence in their parenting abilities to enhance child development; (3) provide children a safe, stable, and supportive family environment; and (4) strengthen parental relationships, promote healthy marriages and otherwise enhance child development.

### 3.0 DEFINITIONS

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

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

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

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

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

- 3.5 **Child Health and Disability Prevention (CHDP)** shall be defined as a complete health assessment for the early detection and prevention of disease and disabilities in children and youth. The health assessment consists of a health history, a full physical examination, developmental, nutritional and dental assessments, vision and hearing tests, laboratory tests (for anemia, tuberculosis and lead poisoning, among others), and immunizations at specified intervals, and/or as needed.
- 3.6 **Collaborative** shall be defined as the CONTRACTOR's relationship, whether formal or informal, with other community agencies and/or resources who serve clients and share accountability for achieving outcomes on their behalf in the same community as those served by the CONTRACTOR.
- 3.7 **Community** shall be defined as individuals, groups, and agencies in the service area that share a common interest in promoting safe and stable families.
- 3.8 **Community Advisory Council (CAC)** shall be defined as a group of community representatives, stakeholders, parents/caregivers, and residents from the community to conduct ongoing reviews of the services offered by the FS CONTRACTOR.
- 3.9 **Community-based Organization** is a community that serves or represents one or more neighborhoods, city or county locales and is located within its service area.
- 3.10 **Community Leaders** shall be defined as persons in a community who have initiated and/or taken charge of projects that benefited the community as a whole.
- 3.11 **Contract** shall be defined as an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of this Statement of Work.
- 3.12 **Contract Payment Unit** shall be defined as the DCFS unit responsible for processing CONTRACTOR's invoices.
- 3.13 **Contract Start Date** shall be defined as the date CONTRACTOR shall begin to perform Family Support Services pursuant to the terms of this Contract.
- 3.14 **CONTRACTOR** shall be defined as the sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

- 3.15 **CONTRACTOR Project Manager** shall be defined as the individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 3.16 **COUNTY** shall be defined as the County of Los Angeles.
- 3.17 **COUNTY Contract Program Monitor** shall be defined as the person with responsibility to oversee the day-to-day activities of this Contract. This includes responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 3.18 **COUNTY Program Director** shall be defined as the person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Program Manager.
- 3.19 **COUNTY Program Manager (CPM)** shall be defined as the person designated by COUNTY's Program Director to manage the operations under this Contract.
- 3.20 **CSW** shall be defined as a Children's Social Worker from the Department of Children and Family Services.
- 3.21 **Data Entry Staff** shall be defined as staff that has data entry knowledge and experience.
- 3.22 **Day** shall be defined as calendar day(s) unless otherwise specified.
- 3.23 **DCFS** shall be defined as the County of Los Angeles Department of Children and Family Services.
- 3.24 **Deliverable** shall be defined as a tangible, measurable task, service, or activity required under this Contract.
- 3.25 **DHS** shall be defined as the Department of Health Services.
- 3.26 **Differential Response** shall be defined as the FS services provided to families with unfounded referrals of child abuse or neglect, but who remain at risk and are in need of preventive services.
- 3.27 **Director** shall be defined as the Director of the Department of Children and Family Services.
- 3.28 **DMH** shall be defined as the Department of Mental Health.
- 3.29 **Family** shall be defined as a social unit(s), including, but not limited to,

birth parent(s), blood relative(s), adoptive parent(s), legal guardian(s), non-relative extended family member(s) and foster parent(s), and the children that they rear and care for.

- 3.30 **Family Support (FS) Services** shall be defined as services for at risk families.
- 3.31 **Family Support Services Individual Family Service Log** shall be defined as a log completed by the CONTRACTOR or Subcontractor listing each Family Support Service the family has received.
- 3.32 **First 5 LA** shall be defined as a commission nominated by the Los Angeles COUNTY Board of Supervisors, Department of Health Services, Department of Mental Health, Office of Education, and other children and families organizations throughout the COUNTY to support and strengthen families with young children up to age five (5).
- 3.33 **Fiscal Year** shall be defined as the twelve (12) month period of time beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 3.34 **Follow-up Services** shall be defined as CONTRACTOR's follow-up to ensure that CONTRACTOR's referrals to Community resources are providing the appropriate services to families.
- 3.35 **Key Personnel** shall be defined as Contractor and/or subcontractor management, professional, paraprofessional, and volunteer staff working directly with families receiving services.
- 3.36 **Licensed Clinical Social Worker (LCSW)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide clinical social work or mental health treatment services.
- 3.37 **Linkage Service** shall be defined as a CONTRACTOR's responsibility to refer clients to bonafide resources to provide non-reimbursable services or resources that are outside the scope of the CONTRACTOR's services. Clients shall be referred to public governmental entities or non-profit social service organizations founded for religious, charitable or social welfare purposes, that are tax exempt under 501(c)(3) of the Internal Revenue Code.
- 3.38 **Neglect** shall be defined as the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. California law defines two categories of physical neglect: severe neglect and general

neglect. a) **Severe Neglect** – The negligent failure of a parent or caregiver to protect the child from severe malnutrition or medically diagnosed non-organic failure to thrive. It also includes those situations of neglect where the parent or caregiver willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care. b) **General Neglect** – The negligent failure of a parent or caregiver to provide adequate food, clothing, shelter, medical care or supervision where no physical injury to the child has occurred.

- 3.39 **Non-Relative Extended Family Member** shall be defined as an unrelated adult/caregiver who has an established relationship with a child.
- 3.40 **Open DCFS Case** shall be defined as a situation where DCFS is providing services to a family with at least one substantiated allegation.
- 3.41 **Open Referral** shall be defined as an investigation of a referral that is not completed.
- 3.42 **Outcomes** shall be defined as the results for children and families that the CONTRACTOR is expected to accomplish.
- 3.43 **Out-stationed Staff** shall be defined as DCFS staff stationed at a facility other than a DCFS office.
- 3.44 **Paraprofessional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services, but who do not possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling, or a closely related field.
- 3.45 **Performance Targets** shall be defined as measurable benchmarks which guide performance toward a desirable result.
- 3.46 **Professional Staff** shall be defined as paid CONTRACTOR staff who provide direct client services and possess, at minimum, a Bachelor's Degree in social work, psychology, marriage and family counseling or a closely related field.
- 3.47 **Project** shall be defined as the work to be performed by CONTRACTOR.
- 3.48 **Promoting Safe and Stable Families Program** shall be defined as a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support

services.

- 3.49 **Regional Center** shall be defined as a private agency that contracts with the California Department of Developmental Services (CDDS) to provide services to developmentally disabled children and adults.
- 3.50 **Service Completion** shall be defined as clients who, by mutual agreement between the family and the CONTRACTOR, agreed that all needed services have been received and the client does not require further assistance from the CONTRACTOR at that time.
- 3.51 **SPA** shall be defined as a Service Planning Area; furthermore, a Service Planning Area is any one of the eight geographic regions into which the COUNTY of Los Angeles has been divided for purposes of managing the delivery of COUNTY Services.
- 3.52 **Stakeholder** shall be defined as individuals and agencies from the community who are interested in the FS program and services provided by the CONTRACTORS.
- 3.53 **Structured Parent-Child Activities** shall be defined as social activities sponsored by a CONTRACTOR to facilitate and enhance positive child and family interaction.
- 3.54 **Subcontract** shall be defined as a contract between the CONTRACTOR and a third party to provide services or materials necessary to fulfill this Contract.
- 3.55 **Subcontractor** shall be defined as the third party who enters into a Contract with the CONTRACTOR whereby the third party agrees to provide FS services or materials necessary to fulfill this Contract.
- 3.56 **Team Decision Making** shall be defined as the departmental initiative to engage families in developing child safety and case plans focusing on families' strengths. Team Decision Making meetings shall include family, children, caregivers, resource staff, DCFS staff, and a trained DCFS facilitator.
- 3.57 **Technical Review** shall be defined as a COUNTY evaluation of a CONTRACTOR's FS program to ensure effective implementation and Contract compliance.

#### 4.0 STAFFING

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



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

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

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

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

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

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

4.2.3 Project Manager: The Project Manager shall have, at minimum,

a Bachelor's degree from an accredited school in a social science or a closely related field and two years full-time management experience in a social service agency.

4.3 Staff Training, Records and Reporting

- 4.3.1 CONTRACTOR shall train all Professional and Paraprofessional staff and volunteers providing FS services no later than thirty (30) business days from their start hire date. This training shall consist of a minimum of forty (40) hours including, but not limited to: (1) identifying child safety issues; (2) instructing staff and volunteers in mandated reporting requirements; (3) working with families affected by abuse and neglect; (4) learning methods of identifying and building family strengths; (5) helping parents build on their own skills and confidence; (6) promoting positive parent-child and family interaction; (7) learning record keeping procedures and reporting requirements; (8) becoming familiar with PSSF legislation; (9) cultural awareness training; and (10) linking families to community services and resources.
- 4.3.2 CONTRACTOR shall ensure all staff and volunteers providing FS services receive a minimum of eight (8) hours per quarter of ongoing in-service training. CONTRACTOR shall conduct weekly supervision reviews with all staff and volunteers.
- 4.3.3 All CONTRACTORS shall attend a mandatory Orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time and location of the Orientation.
- 4.3.4 CONTRACTOR shall maintain documentation in the personnel files of Professional and Paraprofessional staff and volunteers of: (1) all training hours and topics; (2) copies of all Professional and Paraprofessional staff and volunteer resumes, degreed certificates, and professional licenses; and (3) current criminal clearances.
- 4.3.5 CONTRACTOR shall provide the COUNTY Program Manager, at the beginning of each Contract term and within 15 days of any staff changes, a roster of all staff that includes: (1) name and positions; (2) work schedule; and (3) e-mail address, fax and telephone numbers.
- 4.3.6 CONTRACTOR shall advise the COUNTY's Program Manager in writing of any changes in CONTRACTOR's key personnel at

least twenty-four (24) hours before proposed change(s), including name, address, telephone number, and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occurs as a result of the change in personnel.

## 5.0 ADMINISTRATIVE TASKS

### 5.1 Community/Network Meetings

- 5.1.1 CONTRACTOR shall hold Community Advisory Council (CAC) meetings quarterly to discuss and review community services.
- 5.1.2 CONTRACTOR shall hold Subcontractor/Network meetings quarterly to discuss and review their services. These meetings may be combined with CAC meetings.
- 5.1.3 CONTRACTOR shall make its facilities available for Team Decision Making Meetings and case planning meetings for DCFS families/children. Team Decision Making meetings refer to the departmental initiative to engage families in developing child safety and case plans focusing on families' strengths. The meetings include family, children, caregivers, resource staff, DCFS staff, and a trained DCFS facilitator.

### 5.2 Records/Reports

- 5.2.1 CONTRACTOR shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets and minutes of all FS, CAC, and Subcontractor/Network meetings, and make them available to COUNTY Program Manager upon request.
- 5.2.2 CONTRACTOR shall be available for technical reviews as requested by COUNTY Program Manager. Technical reviews shall be conducted semi-annually or as determined by COUNTY Program Manager.
- 5.2.3 CONTRACTOR shall submit the Family Support Services Monthly Summary Report, Exhibit FS-1, by mail to the COUNTY Program Manager by the 15<sup>th</sup> day of each month.
- 5.2.4 CONTRACTOR shall submit a completed Family Support Services Individual Family Service Log, Exhibit FS-2, to the COUNTY Program Manager by the 15<sup>th</sup> of each month for each family receiving services.

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

5.3 Days of Operation

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

5.4 Computer and Information Technology Requirements

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

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

5.4.1.2 Software: (1) Microsoft Windows 2000, Windows XP, or a fully compatible operating system; and (2) Internet Explorer 5.5 or fully compatible internet browser software.

5.4.1.3 Internet Access: (1) High Speed Internet access (DSL or Cable Modem); and (2) establish linkages with the automated Information Technology System (ITS).

5.4.2 CONTRACTOR shall work cooperatively with ITS and any contracted program evaluator, if applicable.

5.4.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-based

Application System (billing function) that is being implemented by COUNTY.

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

CONTRACTOR shall send original invoices to:

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

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

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

## 6.0 PARTNERSHIPS FOR FAMILIES INITIATIVE (PFF)

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

Linkage services; and (2) Collaborate with PFF networks in joint planning on Community Advisory Councils.

## **7.0 SERVICE DELIVERY SITES**

Services shall be provided at the service delivery sites listed on Attachment A-1, CONTRACTOR's Service Delivery Sites. CONTRACTOR shall also provide FS services in the family's home, neighborhood center, school, workplace or any other agreed upon place by the family and FS agency, thereby making FS services accessible and convenient for families.

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

**PART B. TARGET POPULATIONS**

## **PART B. TARGET POPULATIONS**

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

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



**PART C. SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS**

**PERFORMANCE OUTCOME SUMMARY**

**1.0 SAFETY**

**PROVIDER & PROGRAM:**

**PROGRAM TARGET GROUP:** All families receiving FS services.

**PROGRAM GOAL AND OUTCOME:**

Safety – Children are, first and foremost, protected from abuse and neglect, and safely maintained in their homes, whenever possible.

<b>OUTCOMES</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
No substantiated or multiple inconclusive child abuse and/or neglect referrals.	CWS/CMS	95% of families remain free from DCFS involvement twelve (12) months after FS service completion.  * CONTRACTOR shall cooperate with COUNTY in the collection of data related to the identification of families receiving FS services and establishing baseline data.

## 1.0 SAFETY

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

### SERVICE TASKS:

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

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

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

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

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

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

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

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

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

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

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

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

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

parents or guardians who work and/or attend school or who require respite.

- 1.2.3 Domestic Violence Services: These services provided by a certified Domestic Violence Counselor Department of Mental Health (DMH) help families prevent further domestic violence.
- 1.2.4 Health Care Services: These services provided by Child Health Disability Prevention Program (CHDP) medical/dental providers or providers who offer equivalent services enable a family to alleviate or prevent health problems and ensure that the child(ren) receives the appropriate medical/dental examinations and follow-up treatment in accordance with the CHDP Periodicity Schedule.
- 1.2.5 Housing Services: These services assist families to: (1) negotiate with landlords; (2) advocate for suitable housing and space; (3) contact community legal agencies for assistance with eviction problems; and (4) help families obtain financial aid to cover rental costs and security deposits.
- 1.2.6 Mental Health Services: These services, provided by Department of Mental Health (DMH) certified Mental Health Service Rehabilitation Medi-Cal providers, offer: (1) psychological testing; (2) individual child and adult therapy; (3) family and group therapy; (4) evaluation for medication support; and (5) case planning and management.
- 1.2.7 Regional Center Services: These services provided by a Regional Center for children and adults with developmental disabilities provide assessment, case management, funding for rehabilitation services, respite care, out-of-home placement services, and information and referral.
- 1.2.8 Special Education Services: These services provided by a local public school provide Individual Education Plan (IEP) assessments for a child(ren) with emotional, physical, cognitive, or sensory impairment problems including attention deficit disorder or any chronic medical condition such as AIDS, cancer, heart disease, epilepsy, etc.

### 1.3 Case Management Services

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

- 1.3.1.1 CONTRACTOR shall obtain information necessary to assist the family in determining which FS service and/or Linkage service is available and appropriate to address the family's needs.
- 1.3.1.2 CONTRACTOR shall develop, in partnership with the family, a written individualized service plan identifying the needs and strengths of the family, and the goals and services for the family (including information contained in the DCFS 800 form for DCFS referred families). CONTRACTOR shall make the service plan available to COUNTY Program Manager upon demand.
- 1.3.1.3 CONTRACTOR shall conduct ongoing reviews and documentation of the family's progress toward achieving their service plan and completion of the FS program.
- 1.3.1.4 CONTRACTOR shall document in the written individualized service plan the date of, and agreement by, the family to terminate services.
- 1.3.1.5 CONTRACTOR shall provide appropriate follow-up services within five business days from the date of referring a family to a linkage service.
- 1.3.1.6 CONTRACTOR shall document in the written individualized service plan the date of, and agreement by, the family to terminate services.

1.4 Additional Service Tasks for DCFS Families

- 1.4.1 CONTRACTOR shall accept and give priority to all DCFS families who are identified and referred by DCFS for FS services on a space available basis. In the event that the CONTRACTOR establishes a waiting list, the CONTRACTOR shall place the DCFS referred families on top of the waiting list by a first referred basis.
- 1.4.2 CONTRACTOR shall accept the DCFS 800, Exhibit FS-8, from the case-carrying CSW or Family Support Services Intake/Exit form, Exhibit FS-4, from another FS agency as an official referral of the family to the CONTRACTOR. Proof of referral receipt is by fax stamp.
- 1.4.3 CONTRACTOR shall make a home visit to the family within two (2) business days of receipt of referral.

- 1.4.4 CONTRACTOR shall notify case carrying CSW within two (2) business days when CONTRACTOR is unable to make contact with the DCFS referred family.
- 1.4.5 CONTRACTOR shall notify case carrying CSW within five (5) business days for non-cooperation or non-attendance of a family referred by DCFS.
- 1.4.6 CONTRACTOR shall notify the CSW within five (5) business days when a DCFS family moves out of the area served by the CONTRACTOR and refer the family to another FS agency as appropriate, using the Intake/Exit form, Exhibit FS-4.
- 1.4.7 CONTRACTOR shall develop a written individualized service plan with the family (including information contained in the DCFS 800 form for DCFS referred families) and shall make service plan available to FS program manager upon demand.
- 1.4.8 CONTRACTOR shall document in the written individualized service plan the date of and agreement by family to terminate services, and shall make the service plan available to the FS program manager upon demand.
- 1.4.9 CONTRACTOR shall provide FS services in the family's home, neighborhood center, school, workplace or any other agreed upon place by the family and FS agency, thereby, making FS services accessible and convenient for families.

## 2.0 EVALUATION AND OUTCOMES

### 2.1 Overview

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

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

direct service staff in the complete quality improvement cycle is critical to accountability and quality service implementation and redesign.

- 2.2 CONTRACTOR shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels.
- 2.3 CONTRACTOR shall work with COUNTY Program Manager and/or designee to develop and implement client profiling and tracking systems which include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by FS providers, and survey instruments. CONTRACTOR shall perform data entry to support these activities.



**PROPOSED SERVICE DELIVERY SITES  
FOR  
FAMILY SUPPORT PROGRAM**

**Administrative Office/Headquarters (AGENCY)**

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
SOUTH BAY CENTER FOR COUNSELING	360 N. Sepulveda, Suite 2075 El Segundo, CA 90245	Mary Hammer	P : (310) 414-2090
			F: (310) 414-2096

**Service Delivery Site(s) (SITE)**

SITE Name	SITE Address	SITE Contact Person	Phone (P)
			Fax (F)
Beach Cities One Stop	320 Knob Hill Redondo Beach, CA 90277	Helen Wong	P: (310) 318-0645
			F: (310) 543-1730
EL CAMINO COLLEGE	16007 Crenshaw Blvd. Torrance CA 90506	Cal Caswell	P: (310) 973-3172
			F: (310) 973-3132
INGLEWOOD COALITION	1621 Centinela Avenue Inglewood, CA 90302	Delia Council	P: (310) 568-1800
			F: (310) 568-1864

(Please make additional copies of this form if necessary)

**BUDGET (Three Years, July 1, 2005 – June 30, 2008)**

For

**FAMILY SUPPORT**

(PROGRAM NAME (I.e., FS, FP OR APSS))

AGENCY NAME: **SOUTH BAY CENTER FOR COUNSELING AND HUMAN DEVELOPMENT**

ITEM	Eleven Month Budget Period (08-01-05 - 06-30-06)	Twelve Month Budget Period (07-01-06- 06-30-07)	Twelve Month Budget Period (07-01-07 - 06-30-08)	Total Two Year 11 Mth Budget Period (08-01-05 - 06-30-08)
<b>PROGRAM EXPENSES</b>				
<b>I. DIRECT COST:</b>				
A. Salaries and Employee Benefits	\$101,280	\$106,857	\$106,857	\$314,994.04
B. Facility Rent/Lease	\$14,352	\$15,142	\$15,142	\$44,637
C. Equipment and/or Other Assets Leases	\$1,119	\$606	\$606	\$2,330.55
D. Services and Supplies	\$9,094	\$9,633	\$9,633	\$28,360.20
E. Subcontractors / Emergency Based Services	\$274,681	\$283,019	\$283,019	\$840,719.67
<b>II. ADMINISTRATIVE AND INDIRECT COST: (Max. 10% OF Max. Annual Contract Sum)</b>				
A. Administrative Overhead	\$40,000	\$40,000	\$40,000	\$120,000
B. Other				0
<b>TOTAL GROSS COST OF PROGRAM</b>	\$440,526	\$455,257	\$455,257	\$1,351,040
<b>INCOME/REVENUE</b>				
A. Projected County Allocation	\$400,000	\$400,000	\$400,000	\$1,200,000
B. Private Funding, Other Revenue, &/or In-Kind Match	\$40,526	\$55,257	\$55,257	\$151,040
<b>TOTAL INCOME/REVENUE</b>	\$440,526	\$455,257	\$455,257	\$1,351,040

ATTACHMENTS (3): Budget Justification Narrative and Line Item Budget for each twelve-month budget period.

**SOUTH BAY CENTER FOR COUNSELING AND HUMAN DEVELOPMENT**

**Budget Justification Narrative and Line Item Budget**

**TOTAL COUNTY ALLOCATION: \$ 1,200,000**

**BUDGET NARRATIVE**

**I.PROGRAM EXPENSES:**

**Salaries and Employee Benefits:**

**11 Month Budget Period (8/1/05 – 6/30/06)**

	Monthly Salary	Number of Months	% of Time	Total	Benefits	Total:
Director	2822	11	38%	\$11,798	\$2,124	\$13,921
Program Coordinator	2280	11	100%	\$25,076	\$4,514	\$29,590
Accounting Clerk	1520	11	50%	\$8,358	\$1,505	\$9,863
Case Manager	1845	11	100%	\$20,299	\$3,654	\$23,953
Case Manager	1845	11	100%	\$20,299	\$3,654	\$23,953
				<b>\$85,831</b>	<b>\$15,450</b>	<b>\$101,280</b>

**12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08)**

	Monthly Salary	Number of Months	% of Time	Total	Benefits	Total:
Director	2730	12	38%	\$12,447	\$2,240	\$14,668
Program Coordinator	2205	12	100%	\$26,457	\$4,762	\$31,219
Accounting Clerk	1470	12	50%	\$8,819	\$1,587	\$10,406
Case Manager	1785	12	100%	\$21,417	\$3,855	\$25,272
Case Manager	1785	12	100%	\$21,417	\$3,855	\$25,272
				<b>\$90,557</b>	<b>\$16,300</b>	<b>\$106,857</b>

Employee Benefits are calculated at 18%. FICA @ 7.65% + SUI @ 4.0% + Medical/Dental @ 3.0% + Workman's Compensation @ 3.35% = 18% -percentage of all paid employee benefits.

**Program Director (1 @ 38%-time):**

Responsibilities include but are not limited to: providing program planning to ensure compliance with contract goals and objectives, responsible for operations, cost effectiveness, and quality assurance, supervise and provide training to assigned personnel and ensure compliance with policies and procedures, approve required monthly reports, communication and other documentation, responsible for the coordination and follow up of program quality assurance evaluations, facilitate bi-monthly Family Support Collaboration Meetings.

**Program Coordinator (1 @ 100%-time):**

Responsibilities include but are not limited to: coordination of operations, cost effectiveness and quality assurance, working closely with the Subcontractors to ensure quality client services, provide support to program director, Conduct performance and program audits, work closely with assigned personnel, preparation of required monthly reports to ensure that they are submitted in a timely manor, assist in developing and updating program protocols, maintain cooperation and participation with collaborating agencies, follow all State and Federal guidelines and Protocols, supervise assigned personnel ensure compliance with policies and procedures attend bi-monthly Family Support Collaboration meetings and quarterly SPA 8 Collaborative Alliance Promoting Safe and Stable Families meetings

**Accounting Clerk (1 @ 50%- time)**

Responsibilities include but are not limited to: assures that all accounting is performed according to generally accepted accounting principles, responsible for posting and computer entry, prepare monthly reimbursement claim for Family Support, track program expenses and process accounts payable, provide administrative support, word processing, filing of accounting records, copying and preparing reports, attend bi-monthly Family Support Collaboration meetings and quarterly SPA 8 Collaborative Alliance Promoting Safe and Stable Families meetings.

**Case Manager (2 @ 100%-time)**

Responsibilities include but are not limited to: provide case management services to referred families, follow all State and Federal guidelines and protocols, develop Individual Service Plans identifying the needs and strengths of families, make home visits to address family issues and assist with daily life management, maintain cooperation and participation with collaborating agencies, monitor status of participants, prepare and maintain case management files, assist in developing and updating program protocols, prepare and submit required monthly reports, work closely with Children's Social Worker to coordinate services for DCFS referred families, refer and track families to Linkage services.

**Facility Rent/Lease Expenses:**

Facility Rent is calculated by the total monthly Rent, divided by total gross square foot = cost per square ft x total square footage x number of months:

**11 Month Budget Period (8/1/05 – 6/30/06)**

\$ 140,121 ÷ 6326 sq. ft. x 58.9 x 11 months = \$14,352

\$14,352 is allocated for the first 11 months to provide office space for the Family Support program staff.

**12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08)**

\$ 140,121 ÷ 6326 sq. ft. x 56.97 x 12 months = \$15,142

\$15,142 is allocated over the remaining two year grant period to provide office space for the Family Support program staff.

**Equipment:**

11 Month Budget Periods (8/1/05 – 6/30/06) -The projected cost for equipment maintenance is \$1,119. Expense will include but not be limited to: purchase of a computer, printer, filing cabinets, desks and chairs for program staff. Maintenance may include upgrading software as well as computer equipment.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) – The projected cost for copying/printing is \$606. Expense will include but not be limited to: purchase of filing cabinets, desks and chairs for program staff. Maintenance may include upgrading software as well as computer equipment.

**Services and Supplies:**

<b>11 Month Budget Period (8/1/05 – 6/30/06)</b>		<b>12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08)</b>	
Mileage	2,189	Mileage	2,310
Printing	1,700	Printing	1,744
Office Supplies	1,065	Office Supplies	1,151
Postage	689	Postage	787
Professional	1,154	Professional	
Development		Development	1,217
Audit	1,148	Audit	1,211
Misc	1,148	Misc	1,211
<b>Total:</b>	<b>\$9,094</b>	<b>Total:</b>	<b>\$9,633</b>

**Mileage-**

11 Month Budget Periods (8/1/05 – 6/30/06) – Director, Program Assistant, and two Case Managers will travel between the Project Office and the community for meetings with subcontractors and outreach activities. Additionally, the Case Manager will provide home visits to families utilizing the services. It is estimated that staff will each travel 124 miles/month X 0.40/per mile = Therefore the total travel cost for four staff per year is \$2189.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) – Director, Program Assistant, and two Case Managers will travel between the Project Office and the community for meetings with subcontractors and outreach activities. Additionally, the Case Manager will provide home visits to families utilizing the services. It is estimated that staff will each travel 120 miles/month X 0.40/per mile = Therefore the total travel cost for four staff per year is \$2310.

**Printing –**

11 Month Budget Periods (8/1/05 – 6/30/06) -The projected cost for copying/printing is \$1,700. Copying and printing of correspondence including meeting agendas and minutes, community event flyers and outreach materials, duplication of required grant forms, parent educational materials and business cards will be available for program staff. Promotional items will be purchased to bring awareness to the program.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) – The projected cost for copying/printing is \$1,744. Copying and printing of correspondence including meeting agendas and minutes, community event flyers and outreach materials, duplication of required grant

forms, parent educational materials and business cards will be available for program staff. Promotional items will be purchased to bring awareness to the program.

**Office Supplies –**

11 Month Budget Periods (8/1/05 – 6/30/06) - The requested supply budget is \$1,065. This includes office supplies such as tape, stationary, fax paper, pens, pencils, ink cartridges, toner and copy paper.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) –The requested supply budget is \$1,151. This includes office supplies such as tape, stationary, fax paper, pens, pencils, ink cartridges, toner and copy paper.

**Postage –**

11 Month Budget Periods (8/1/05 – 6/30/06) - The total requested postage budget is \$689. This includes mailing routine correspondence, parent educational materials, meeting announcements and community event notices for all subcontractors.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) –The total requested postage budget is \$787. This includes mailing routine correspondence, parent educational materials, meeting announcements and community event notices for all subcontractors.

**Professional Development-**

11 Month Budget Periods (8/1/05 – 6/30/06) - The requested professional development budget is \$1,154. Professional Development and skills enhancement will be made available to program staff.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) – The requested professional development budget is \$1,217. Professional Development and skills enhancement will be made available to program staff.

**Audit-**

11 Month Budget Periods (8/1/05 – 6/30/06) - The requested Audit budget is \$1,148. Funds allocated to audit to assure sound fiscal accountability.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) – The requested Audit budget is \$1,211. Funds allocated to audit to assure sound fiscal accountability.

**Miscellaneous-**

11 Month Budget Periods (8/1/05 – 6/30/06) - The requested miscellaneous budget is \$1,148. This includes parking validation tickets and other unforeseen program expenses.

12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08) –The requested miscellaneous budget is \$1,211. This includes parking validation tickets and other unforeseen program expenses.

**Subcontractors and Emergency Based Services:**

***Employment Services:***

<b>Subcontracting Agency:</b>	<b>8/1/05 – 6/30/06</b>	<b>7/1/06 – 6/30/07 7/1/07 – 6/30/08</b>
Long Beach Youth Opportunity Center	\$25,051	\$25,439
Beach Cities One Stop	\$25,051	\$25,439
ConocoPhillips	\$12,839	\$15,142
Los Angeles Harbor College	\$13,778	\$13,325
WRAP	\$6,889	\$6,663
El Camino College	\$25,051	\$25,439
<b>SUBTOTAL</b>	<b>\$108,659</b>	<b>\$111,448</b>

**Long Beach Youth Opportunity Center** will provide Employment Services to at-risk families, pregnant and/or parenting teens, and DCFS referred families, with an emphasis on youth, residing in SPA 8. Services will include but are not limited to: (1) career and vocational counseling, (2) employment preparation and job training through pre-employment workshops, (3) work experience and internship opportunities, and (4) job search assistance and placement.

**Beach Cities One Stop** will provide Employment Services to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) career and vocational counseling, (2) employment preparation and job training through pre-employment and re-employment workshops, (3) job search assistance and placement, and (4) remedial education training for computer skills and effective Internet navigation.

**ConocoPhillips Refinery** will provide Employment Services to at-risk families and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) employment preparation and job training in the field of Process Plant Technology and (2) work experience.

**Los Angeles Harbor College** will provide Employment Services to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) career and vocational counseling, (2) job training through an intergenerational technology class, and (3) job search assistance and placement.

**WRAP Family Services** will provide Employment Services to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) career and vocational counseling, (2) employment preparation and job training through pre-employment and re-employment workshops, (3) job search assistance and placement.

**El Camino Community College** will provide Employment Services to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) career and vocational counseling, (2) employment preparation and job training through workshops such as effective communication, (3) job search assistance and placement, and (4) remedial education training for computer skills and effective Internet navigation.

**Structured Parent-Child and/or Family-Centered Activities:**

<b>Subcontracting Agency:</b>	<b>8/1/05 – 6/30/06</b>	<b>7/1/06 – 6/30/07</b>	<b>7/1/07 – 6/30/08</b>
City of Carson Parks	\$23,798		\$24,834
City of Long Beach Centers for Families and Youth	\$18,162		\$19,382
City of Inglewood	\$18,162		\$19,382
Joint Efforts	\$6,889		\$6,663
Southern California Indian Center	\$6,263		\$6,057
WRAP	\$8,142		\$9,085
South Bay Youth Project	\$18,162		\$19,382
<b>SUBTOTAL</b>	<b>\$99,578</b>		<b>\$104,786</b>

**City of Carson, Parks and Recreation** will provide Structured Parent-Child and/or Family-Centered Activities to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) participating in community events (2) family-centered field trips and social activities. These services will improve parent-child and/or family relationships by teaching families how to: (1) spend quality time together, facilitate positive parent-child and family interaction, (2) share and (3) interact with the community.

**Long Beach Center for Families and Youth** will provide Structured Parent-Child and/or Family-Centered Activities to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) family fun days, (2) sport camp scholarships (3) family-centered field trips and social activities (4) community family picnics. These services will improve parent-child and/or family relationships by teaching families how to: (1) spend quality time together, facilitate positive parent-child and family interaction, (3) share and (4) interact with the community.

**City of Inglewood, Parks and Recreation** will provide Structured Parent-Child and/or Family-Centered Activities to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) sponsoring family nights at Rogers Park (2) provide life skills classes (3) intergenerational computer and internet classes. These services will improve parent-child and/or family relationships by teaching families how to: (1) spend quality time together, facilitate positive parent-child and family interaction, (3) share and (4) interact with the community.

**Joint Efforts** will provide Structured Parent-Child and/or Family-Centered Activities to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) participating in community events (2) family-centered field trips and social activities. These services will improve parent-child and/or family relationships by teaching families how to: (1) spend quality time together, facilitate positive parent-child and family interaction, (2) share and (3) interact with the community.

**Southern California Indian Center** will provide Structured Parent-Child and/or Family-Centered Activities to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) cultural dance classes, (2) participating in local POW WOW's and community events (3) family centered field



trips and social activities. These services will improve parent-child and/or family relationships by teaching families how to: (1) spend quality time together, facilitate positive parent-child and family interaction, (3) share and (4) interact with the community.

**WRAP Family Services** will provide Structured Parent-Child and/or Family-Centered Activities as well as Employment Services to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) participating in community events, (2) family-centered field trips and social activities.

**South Bay Youth Project** will provide Structured Parent-Child and/or Family-Centered Activities to at-risk families, pregnant and/or parenting teens, & DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) summer recreational activities for youth & families (2) sports camp scholarships, (3) academic tutoring, and (4) family-centered field trips and social activities. These services will improve parent-child and/or family relationships by teaching families how to: (1) spend quality time together, facilitate positive parent-child and family interaction, (3) share and (4) interact with the community.

**Health, Parenting, and/or Other Education Programs:**

<b>Subcontracting Agency:</b>	<b>8/1/05 – 6/30/06</b>	<b>7/1/06 – 6/30/07</b>	<b>7/1/07 – 6/30/08</b>
Connections for Children	\$21,293		\$21,805
Richstone	\$8,142		\$7,935
NCADD	\$9,394		\$9,691
Long Beach YMCA	\$8,142		\$7,874
Inglewood Coalition	\$3,131		\$3,028
Project Touch	\$8,142		\$8,480
<b>SUBTOTAL</b>	<b>\$58,244</b>		<b>\$58,813</b>

**Connections for Children** will provide Health, Parenting, and/or Other Education Programs to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) parent education / parenting skills classes with and emphasis on family literacy, (2) trainings for child care providers to train their parents on behavioral and/or developmental issues.

**Richstone** will provide Health, Parenting, and/or Other Education Programs to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) parenting classes.

**NCADD** will provide Health, Parenting, and/or Other Education Programs to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) Spanish parenting classes.

**Long Beach YMCA** will provide Health, Parenting, and/or Other Education Programs to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) parenting classes, (2) problem solving and communication skills, (3) coping with stress, (4) healthy meal planning and food preparation, (5) budgeting and (6) family literacy.

**Inglewood Coalition** will provide Health, Parenting, and/or Other Education Programs to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) teach families and youth in the areas of drug and alcohol prevention.

**Project Touch** will provide Health, Parenting, and/or Other Education Programs to at-risk families, pregnant and/or parenting teens, and DCFS referred families residing in SPA 8. Services will include but are not limited to: (1) problem solving and communication skills with an emphasis on conflict resolution (2) supportive services for families transitioning from elementary to middle school.

**Emergency Basic Support Services:**

**Fiscal Year: 8/1/05 – 6/30/06: \$8,201**

**Fiscal Years: 7/1/06 – 6/30/07 and 7/1/07 – 6/30/08: \$7,972**

**South Bay Center for Counseling** will manage the Emergency Basic Support Services. The Emergency Basic Support Services are to assist the families with daily life necessities, such as 1) vouchers to purchase clothing, utilities, food, furniture, household items, or school items; 2) transportation services; 3) housing assistance; 4) minor home/car/appliance repair and gasoline. Services will only be provided to families if they are unavailable through other means to the family.

**Administrative Overhead:**

**Fiscal Year: 8/1/05 – 6/30/06**

\$12,000 or 3% is the projected amount which will be applied to the Family Support grant over the eleven month period. SBCC's administrative overhead rate for the Family Support grant is 10% however the remaining 7% will come from in-kind and private contributions.

Funding	Percentage	Dollar Amount
Projected County Allocation	3%	\$12,000
Private Funding – ConocoPhillips Refining Company	1%	\$6,263
SBCC In-Kind Contribution	6%	\$21,737
Total:	10%	\$40,000

**Fiscal Years: 7/1/06 – 6/30/07 and 7/1/07 – 6/30/08**

\$11,999 or 3% is the projected amount which will be applied to the Family Support grant over the twelve month period. SBCC's administrative overhead rate for the Family Support grant is 11% however the remaining 7% will come from in-kind and private contributions.

Funding	Percentage	Dollar Amount
Projected County Allocation	3%	\$11,999
Private Funding – ConocoPhillips Refining Company	1%	\$6,057
SBCC In-Kind Contribution	6%	\$21,943
Total:	10%	\$40,000

**Total Gross of Cost of Program:**

<b>11 Month Budget Period (8/1/05 – 6/30/06)</b>		<b>12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08)</b>	
Salaries	\$101,280	Salaries	\$106,857
Rent	\$14,352	Rent	\$15,142
Equipment	\$1,119	Equipment	\$606
Supplies	\$9,094	Supplies	\$9,633
Subcontractors	\$274,681	Subcontractors	\$283,019
Indirect:	\$40,000	Indirect:	\$40,000
	<b>\$440,526</b>		<b>\$455,257</b>

**III. INCOME/REVENUE**

<b>11 Month Budget Period (8/1/05 – 6/30/06)</b>		<b>12 Month Budget Periods (7/1/06 – 6/30/07 and 7/1/07 – 6/30/08)</b>	
County Allocation	\$400,000	County Allocation	\$400,000
ConocoPhillips Refining Company	\$15,658	ConocoPhillips Refining Company	\$30,285
William Hopkins	\$3,131	William Hopkins	\$3,029
SBCC In-Kind	\$21,737	SBCC In-Kind	\$21,943
	<b>\$440,526</b>		<b>\$455,257</b>

**Projected County Allocation:**

The projected County Allocation for the period of August 1, 2005 to June 30, 2006 is: \$400,000

The projected County Allocation for the period of July 1, 2006 to June 30, 2008 is: \$400,000

**Private Funding, Other Revenue, and/or In-Kind Match:**

**Contract period: August 1, 2005 to June 30, 2006**

**Total Private Funding and In-Kind Match: \$40,526**

Private Funding donated by ConocoPhillips Refining Company: **\$15,658**. Funds will be utilized under the Budget Categories: Administrative Overhead and Subcontractor / Emergency Based Services.

Private Funding donated by William Hopkins is **\$3,131**. Funds will be utilized under the Budget Category: Subcontractor / Emergency Based Services.

In-Kind Contribution from the South Bay Center for Counseling: **\$21,737**. Funds will be utilized under the Budget Category: Administrative Overhead.

**Contract period: July 1, 2006 to June 30, 2008**

**Total Private Funding and In-Kind Match: \$55,257**

Private Funding donated by ConocoPhillips Refining Company: **\$30,285**. Funds will be utilized under the Budget Categories: Administrative Overhead and Subcontractor / Emergency Based Services.

Private Funding donated by William Hopkins is **\$3,029**. Funds will be utilized under the Budget Category: Subcontractor / Emergency Based Services.

In-Kind Contribution from the South Bay Center for Counseling: **\$21,943**. Funds will be utilized under the Budget Category: Administrative Overhead.



## PROPOSER'S/OFFEROR'S EEO CERTIFICATION

SOUTH BAY CENTER FOR COUNSELING AND HUMAN DEVELOPMENT  
 Legal Name of Agency

360 NORTH SEPULVEDA BOULEVARD EL SEGUNDO, CA 90245  
 Address

[REDACTED]  
 Internal Revenue Service Employer Identification Number

## GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firms, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## PROPOSER'S CERTIFICATION

1. The proposer has a written policy statement prohibiting discrimination in all phases of employment. YES [X] NO [ ]
2. The proposer periodically conducts a self-analysis or utilization analysis of its work force. YES [X] NO [ ]
3. The proposer has a system for determining if its employment practices are discriminatory against protected groups. YES [X] NO [ ]
4. Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals or time tables. YES [X] NO [ ]

Colleen Mooney, Executive Director  
 Print Name and Title of Principal Owner, officer, or manager responsible for submission of the proposal to the County

Colleen Mooney  
 Authorized Signature of Principal Owner, officer, or manager responsible for submission of the proposal to the County

4/21/05  
 Date

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** SOUTH BAY CENTER FOR COUNSELING

**I AM NOT**  A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

**I AM**

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

**My County (WebVen) Vendor Number** \_\_\_\_\_

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify) \_\_\_\_\_

**Total Number of Employees** (including owners): 60

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				1	1	3
Hispanic/Latino				1	1	21
Asian or Pacific Islander				1	1	4
American Indian				1		
Filipino						
White				4	4	17

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Colleen Mooney</u>	Authorized Signature <u>Colleen Mooney</u>	Title <u>E.D.</u>	Date <u>4/21/05</u>
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EXHIBIT G

AUDITOR-CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

Revised: 6/23/04



## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND OPERATING HANDBOOK

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

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

#### Accrual Basis

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

#### Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

- ◆ Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
  - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

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

ACCOUNTING SYSTEM

2.0 Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

## 2.2 Cash Receipts Journal

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

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

## 2.3 Cash Disbursements Journal

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

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

- date
- check number
- cash (credit) column
- expense account name
- description

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

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

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

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

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

#### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

#### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

#### 2.6 Payroll Register

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

- Name
- Position
- Social Security Number

- Salary (hourly wage)
- Payment Record including:
  - accrual period
  - gross pay
  - itemized payroll deductions
  - net pay amount
  - check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

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

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

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

## 3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

### 3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the

maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

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

### 3.3 Payments to Affiliated Organizations or Persons

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

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

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically

- timecards – pay period and alphabetically

### 3.5 Referencing

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

- invoices – vender name and date
- checks – number
- vouchers – number
- revenue – receipt number

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

### 4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

### 5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

### 6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.



## 7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

## B. INTERNAL CONTROLS

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

### 1.0 Cash Receipts

#### 1.1. Separate Fund or Cost-Center

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

#### 1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

### 1.4 Bank Reconciliations

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

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

## 2.0 Disbursements

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

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

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

## 2.2. Approvals and Separation of Duties

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

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

## 2.3 Petty Cash

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

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

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

## 2.4 Credit Cards

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

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

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

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

### 3.0 Timekeeping

#### 3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

#### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

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

### Benefit Balances

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

### Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, including this Auditor-Controller Contract Accounting and Administrative Handbook (Exhibit G), except as proscribed by state or federal law.

For purposes of establishing a reasonable level of compensation for CONTRACTORS personnel, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

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

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

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

#### 4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

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

##### 4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

##### 4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

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

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

##### 4.3 Security

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

##### 4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

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

- 5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

## C. COST PRINCIPLES

### 1.0 Policy

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

#### 1.1. Limitations on Expenditures of Program Funds

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

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

#### 1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

### 1.3 Budget Limitation

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

### 1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

### 1.5 Necessary, Proper and Reasonable

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

## 2.0 Allocation of Cost Pools

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

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

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

### 2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.



For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<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
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

## 2.4 Cost Allocation Plan

- If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

### Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

#### D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

#### E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

#### F. MISCELLANEOUS REQUIREMENTS

##### 1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

##### 2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

# EXHIBIT H

## IRS NOTICE 1015

(Obtain latest version from IRS website -  
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2003)

## Have You Told Your Employees About the Earned Income Credit (EIC)?

### What Is the EIC?

The EIC is a refundable tax credit for certain workers. A change to note, workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

*Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Notice 1015  
(Rev. 12-2003)

EXHIBIT I

This Exhibit intentionally left blank.

**EXHIBIT J**

**CONTRACTOR EMPLOYEE JURY SERVICE  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

**AND**

**LOS ANGELES COUNTY CODE 2.203  
(JURY SERVICE PROGRAM)**

**FORM 12**  
**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

**EXHIBIT J**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <b>SOUTH BAY CENTER FOR COUNSELING AND HUMAN DEVELOPMENT</b>		
Company Address: <b>360 NORTH SEPULVEDA BOULEVARD STE. 2075</b>		
City: <b>EL SEGUNDO</b>	State: <b>CA</b>	Zip Code: <b>90245</b>
Telephone Number: <b>(310) 414-2090</b>		
Solicitation For (Type of Goods or Services): <b>Social Service Programs</b>		

**Complete Part I or Part II below, as appropriate.**

**Part I - Application for Exception From the Program**

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name: <b>Colleen Mooney</b>	Title: <b>Executive Director</b>
Signature: <i>Colleen Mooney</i>	Date: <b>4/21/05</b>



**Los Angeles County Code Sections 2.203.010 through 2.203.090**

**“Contractor Employee Jury Service”**

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

**FORM 12**  
**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

**EXHIBIT J**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <b>SOUTH BAY CENTER FOR COUNSELING AND HUMAN DEVELOPMENT</b>		
Company Address: <b>360 NORTH SEPULVEDA BOULEVARD STE. 2075</b>		
City: <b>EL SEGUNDO</b>	State: <b>CA</b>	Zip Code: <b>90245</b>
Telephone Number: <b>(310) 414-2090</b>		
Solicitation For (Type of Goods or Services): <b>Social Service Programs</b>		

**Complete Part I or Part II below, as appropriate.**

**Part I - Application for Exception From the Program**

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

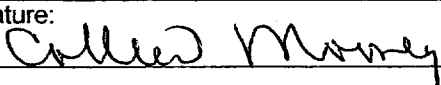
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name: <b>Colleen Mooney</b>	Title: <b>Executive Director</b>
Signature: 	Date: <b>4/21/05</b>

## EXHIBIT J

### 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT K

This Exhibit intentionally left blank.

**EXHIBIT L**

**SAFELY SURRENDERED BABY LAW FACT SHEET**

**THE FOLLOWING FACT SHEETS ARE WRITTEN IN  
ENGLISH AND SPANISH**

**No shame.**

**No blame.**

**No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed: You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena.**

# **Sin culpa.**

# **Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.



### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

**Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.**

**EXHIBIT M**

**Sample**

**SUBCONTRACT**

This SUBCONTRACT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005 by and between \_\_\_\_\_  
(hereafter "CONTRACTOR") located at:

\_\_\_\_\_

and \_\_\_\_\_  
(hereafter "SUBCONTRACTOR"), located at:

\_\_\_\_\_

WHEREAS, CONTRACTOR has entered into a Contract for \_\_\_\_\_  
Services (hereafter "Prime Contract") with the County of Los Angeles, (hereafter  
"COUNTY") and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract,  
CONTRACTOR desires to engage SUBCONTRACTOR to \_\_\_\_\_ Services,  
and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the  
Terms and Conditions of this Subcontract.

NOW, therefore, CONTRACTOR and SUBCONTRACTOR agree as follows:

**1.0 PRIME CONTRACT**

Notwithstanding any other provision of this Subcontract, this Contract is a  
Subcontract under the terms of the Prime Contract with COUNTY and each and  
all of the provisions of the Prime Contract and any amendments thereto shall  
extend to and be binding upon the parties to this Subcontract. All  
representations and warranties contained in this Subcontract shall inure to the  
benefit of the COUNTY.

1.1 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit  
A to this Subcontract.

**EXHIBIT M**

**2.0 TERM OF SUBCONTRACT**

The term of this Subcontract shall commence on \_\_\_\_\_, and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract.

**3.0 PAYMENT**

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed \$ \_\_\_\_\_ for the term of this Subcontract to provide the services designated in Section 3.3 of this Subcontract for the following Fiscal Year (FY):

1 <sup>st</sup> FY	\$ _____
2 <sup>nd</sup> FY	\$ _____
3 <sup>rd</sup> FY	\$ _____

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within thirty (30) days of receipt and approval of monthly invoice.

3.3 The SUBCONTRACTOR shall provide the following activities/services:

Services:

---



---



---



---

3.4 Payment to SUBCONTRACTOR will be

3.4.1 Fixed Fee for Service Rate. The rate of payment to SUBCONTRACTOR for specific units of service provided will be as follows:

Type of Service \_\_\_\_\_

Number of Units of Service \_\_\_\_\_

Payment Rate per Unit of Service \$ \_\_\_\_\_

3.4.2 Line Item Service Rate. The line item service rate is based on the actual cost in providing the activity/service units:

Type of Service \_\_\_\_\_

Number of Units of Service \_\_\_\_\_

Actual Cost per Unit of Service \$ \_\_\_\_\_

3.5 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the term of this Subcontract.

3.6 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any compensation or costs related to this Subcontract.

4.0 THIRD PARTY BENEFICIARY

4.1 CONTRACTOR and SUBCONTRACTOR understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.

4.2 Notwithstanding any other provision of this subcontract, the COUNTY, does not intend for Subcontractor to acquire any rights as a third party beneficiary of prime contract.

5.0 INSURANCE

Without limiting SUBCONTRACTOR's indemnification of COUNTY, and during the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. As stated in Section 8.27.6, Insurance Coverage Requirements for Subcontractors, SUBCONTRACTOR may be endorsed and named as an additional insured on Contractor's liability insurance, if applicable.

## EXHIBIT M

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

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

prior to commencing services under this Contract, shall specifically identify this Contract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

- A. Liability: Such insurance shall be endorsed, naming COUNTY as an additional insured and shall include:
1. General liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
  2. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
- B. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars (\$1,000,000) limit, covering all persons who provide services for the CONTRACTOR.
- C. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the (CONTRACTOR, its officers, or employees with a limit of liability of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.
- D. Notwithstanding any other provision of this Contract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Contract and COUNTY may immediately terminate or suspend this Contract as a result thereof.

**EXHIBIT M**

**SUBCONTRACT FOR**

\_\_\_\_\_  
(TYPE OF SERVICE)

The parties hereto have caused this Subcontract to be executed:

CONTRACTOR:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

SUBCONTRACTOR:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Tax Identification Number



## EXHIBIT O

Page 1 of 2

### FIXED ASSETS LIST INSTRUCTIONS

Please complete the entire form by entering the following information:

Agency Name:

- Name of Item purchased/leased-(Any item over \$5,000 including leased automobiles or equipment).
- Price of Item
- Model Number
- Serial Number
- Date Purchased

A copy of the Fixed Asset list will be maintained in the files of each agency. An additional copy will be mailed to the PSSF program manager





**FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT  
INSTRUCTIONS FOR PAGE 1**

The Family Support Program Monthly Summary Report forms are used to provide statistical documentation on Families receiving Family Support services.

Please complete entire form by entering the following:

**Agency information shall include:**

- Report month and report year
- Agency's name
- Agency's Address
- Completed by (i.e., name of the agency individual completing the report)
- Telephone (i.e., telephone number of the agency individual completing report)
- Fax (i.e., agency fax number)
- Email (i.e., agency email address).

**Family Support Information shall include a cumulative client count for the report month indicating the following:**

- Number of **newly** served adults, teens, and children receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
- Total number of **newly** served adults, teens, and children receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
- Total number of **newly** served families receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs

## EXHIBIT FS-1

- Case Management
- Linkage Services
  
- Number of adults, teens, and children continuing services from prior report month(s) and receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
  
- Total number of adults, teens, and children continuing services from prior report month(s) and receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
  
- Total number of families continuing services from prior report month(s) and receiving one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
  
- Number of adults, teens, and children completing one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
  
- Total number of adults, teens, and children completing one or more of the following services during the report month:
  - Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs

- Case Management
  - Linkage Services
- Total number of families **completing** one or more of the following services during the report month:
- Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
- Number of adults, teens, and children **terminating** one or more of the following services during the report month:
- Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
- Total number of adults, teens, and children **terminating** one or more of the following services during the report month:
- Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services
- Total number of families **terminating** one or more of the following services during the report month:
- Emergency Basic Support
  - Structured Activities
  - Employment Services
  - Health, Parenting & Other Educational Programs
  - Case Management
  - Linkage Services

Circle "yes" or "no" to the following 3 questions and attach an additional page to provide any relevant details to question 1-3 below..

- (1) Were there any administrative or staff changes during the report month?
- (2) Did staff participate in any training during the report month?
- (3) Are program services/components on target, with respect to delivery, participants or costs?

## EXHIBIT FS-1

Provide the following information regarding Emergency Basic Support:

- Total dollar amount spent for Emergency Basic Support during the report month
- # of adults provided with Emergency Basic Support
- # of teens provided with Emergency Basic Support
- # of children provided with Emergency Basic Support
- # of families provided with Emergency Basic Support

Provide the following information regarding each Family Support service (i.e., Structured Activities, Employment Services, Health, Parenting & Other Ed Programs, Case Management, and Linkage Services):

- Total dollar amount spent during the report month
- # of units provided
- # of adults participating in each Family Support service
- # of teens participating in each Family Support service
- # of children participating in each Family Support service
- # of families participating in each Family Support service

\*service completion – refers to clients who complete the entire Family Support Program by either graduating and/or receiving a certificate of completion

\*\*service termination – refers to clients who terminate a Family Support service and have not finished the entire Program

## FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT INSTRUCTIONS FOR PAGE 2

### Family information shall include:

- State ID # or Agency Family ID # - For DCFS families use the 19 digit numerical identifier listed on the DCFS 800 form in Section A (Case Information) in the box entitled State ID/Serial NO. For non-referred DCFS families use the numerical identifier assigned by the agency—**The State ID/Serial # listed on the DCFS 800 must be included of the Monthly Report form if the Family was identified and referred by DCFS.**

Provide the following information for each family member (i.e., adult, teens, and children) receiving one or more Family Support service (Emergency Basic Support, Structured Activities, Employment Services, Health, Parenting & Other Educational Programs, Case Management, and Linkage Services):

- Last Name
- First Name
- DOB

### Gender shall include (Please refer to Gender Legend listed on the bottom of Page 2 of the Family Support Program Monthly Summary Report):

- Identify male participants with the number 1 and female participants with the number 2

### Ethnic Group shall include (Please refer to Ethnicity Legend listed on the bottom of Page 2 of the Family Support Program Monthly Summary Report):

- Identify participating family member (i.e., adults, teens, and children) as follows: White with the number 1, African-American with the number 2, Hispanic with the number 3, Central/South American with the number 4, Asian/Pacific Islander with the number 5, and Other with the number 6.

### Address shall include:

- Address – Address of each participating family member (i.e., adults, teens, and children)
- City – City in which each participating family member resides
- ZIP Code – Corresponding zip code for each participating family member's address

### Service Category shall include (Please refer to Services Legend listed on the bottom of Page 2 of the Family Support Program Monthly Summary Report):

- Service Category – Identify each Family Support service (i.e., Emergency Basic Support, Structured Activities, Employment Services, Health, Parenting & Other Educational Programs, Case Management, and Linkage Services) each family member participated in during the report month as follows: Emergency Basic Support with the number 1, Structured Activities with the number 2, Employment Services with the number 3, Health, Parenting & Other Educational Programs with the number 4, Case

## EXHIBIT FS-1

Page 6 of 6

Management with the number 5, and Linkage with the number 6. Each family member may have one or more Family Support services listed.

- Start Date – Date each individual family member (i.e., adults, teens, and children) first began receiving Family Support services.
- Service Completion\* Date – Date each individual family member (i.e., adults, teens, and children) completed the agency's Family Support Program.
- Service Termination\*\* Date – Date each individual family member (i.e., adults, teens, and children) terminated the agency's Family Support Program.

\*service completion – refers to clients who complete the entire Family Support Program by either graduating and/or receiving a certificate of completion

\*\*service termination – refers to clients who terminate a Family Support service and have not finished the entire Program.

FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT

REPORT MONTH:  
 REPORT YEAR:  
 AGENCY NAME:  
 ADDRESS:

COMPLETED BY:  
 TELEPHONE:  
 FAX:  
 EMAIL:

Newly Served During Report Month	EMERGENCY BASIC SUPPORT	STRUCTURED ACTIVITIES	EMPLOYMENT SERVICES	HEALTH, PARENTING & OTHER EDUCATIONAL PROGRAMS	CASE MANAGEMENT	LINKAGE
Adults						
Teens						
Children						
Total # of Adults, Teens & Children						
Total Families*						
Continuing Services From Prior Report Month(s)						
Adults						
Teens						
Children						
Total						
Total Families*						
Completing Services During Report Month						
Adults						
Teens						
Children						
Total						
Total Families*						
Terminating Services During Report Month						
Adults						
Teens						
Children						
Total						
Total Families*						

Please attach an additional page to provide any relevant details to questions 1, 2 or 3.				Circle One		
1. Were there any administrative or staff changes during the report month?				Yes	No	
2. Did staff participate in any training during the report month?				Yes	No	
3. Are program services/components on target, with respect to delivery, participants or costs?				Yes	No	
	Monthly Dollar Cost	# of Units Provided	# of Adults Served	# of Teens Served	# of Children Served	# of Families Served
Emergency Basic Support						
Structured Activities						
Employment Services						
Health, Parenting & Other Ed Programs						
Case Management						
Linkage						
Total						

\*Families consist of one or more individuals (i.e. an adult, teen or child).



FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT

REPORT MONTH:  
 REPORT YEAR:  
 AGENCY NAME:  
 ADDRESS:

COMPLETED BY:  
 TELEPHONE:  
 FAX:  
 EMAIL:

	State ID# or Agency Family #	Last Name	First Name	Date of Birth	Gender	Ethnicity	Address	City	Zip Code	Service Category	Service Start Date	Service Completion Date	Service Termination Date
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
33													
34													

Gender Legend
Male=1
Female=2

Ethnicity Legend
White=1
African American=2
Hispanic=3
Central/South American=4
Asian/Pacific Islander=5
Other=6

Services Legend
Emergency Basic Support=1
Structured Activities=2
Employment Services=3
Health, Parenting & Other Ed Programs=4
Case Management=5
Linkage=6

Copy and complete additional pages as needed

## FAMILY SUPPORT PROGRAM MONTHLY SUMMARY REPORT

REPORT MONTH:  
 REPORT YEAR:  
 AGENCY NAME:  
 ADDRESS:

COMPLETED BY:  
 TELEPHONE:  
 FAX:  
 EMAIL:

Newly Served During Report Month DCFS	EMERGENCY BASIC SUPPORT	STRUCTURED ACTIVITIES	EMPLOYMENT SERVICES	HEALTH, PARENTING, & OTHER EDUCATIONAL PROGRAMS	CASE MANAGEMENT	LINKAGE
Adults						
Teens						
Children						
Total # of Adults, Teens, Children						
Total # of Families*						

Newly Served During Report Month NON-DCFS	EMERGENCY BASIC SUPPORT	STRUCTURED ACTIVITIES	EMPLOYMENT SERVICES	HEALTH, PARENTING, & OTHER EDUCATIONAL PROGRAMS	CASE MANAGEMENT	LINKAGE
Adults						
Teens						
Children						
Total # of Adults, Teens, Children						
Total # of Families*						

\*Families consist of one or more individuals (i.e. an adult, teen, or child)

**FAMILY SUPPORT SERVICES  
INDIVIDUAL FAMILY SERVICE LOG**

**INSTRUCTIONS**

Please complete entire form by entering the following:

- Family Name – Primary caregiver's last and first name
- Agency Family ID# - Numerical identifier assigned by the agency
- State ID/Serial # - 19 digit numerical identifier listed on the DCFS 800 form in Section A (Case Information) in the box entitled State ID/Serial NO. **This number must be included on the individual Family Service Log if the Family was referred by DCFS.**

Under the appropriate Family Support Services program category (i.e., Emergency Basic Support, Structured Parent-Child or Family Centered Services, Employment Services, Health, Parenting and Other Educational Programs, Case Management, and Linkage Services) – indicate each Family Support Service the Family receives by providing the following:

- Agency Name – Name of the agency providing the Family Support Service.
- Service Start Date – Date the Family began attending each Family Support Service.
- Service Completion Date – Date Family completed the Family Support Service by graduating and/or receiving a certificate of completion.
- Service Termination Date – Date Family terminated (i.e., not completed, stopped attending) the Family Support Service.

**FAMILY SUPPORT SERVICES  
INDIVIDUAL FAMILY SERVICE LOG**

FAMILY NAME				
AGENCY FAMILY ID #				
STATE ID/SERIAL #				
PLEASE INDICATE BELOW ALL SERVICES RECEIVED BY THE FAMILY				
FAMILY SUPPORT SERVICES	NAME OF AGENCY PROVIDING THE SERVICE(S)	SERVICE START DATE	SERVICE COMPLETION DATE	SERVICE TERMINATION DATE
Emergency Basic Support				
Structured Parent-Child or Family-Centered Activities				
Employment Services				
Health, Parenting and Other Educational Programs				
Case Management				
Linkage	Agency providing the Service			
	Service Provided			

TO BE FILED IN THE INDIVIDUAL FAMILY'S CASE RECORD

# EXHIBIT FS-3

## FAMILY SUPPORT LINKAGE CUMULATIVE MONTHLY REPORT

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

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

Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Alcohol & Substance Abuse Treatment Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Childcare Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Domestic Violence Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Health Care Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Housing Services	Adults	DCFS												
		Non-DCFS												
	Teens	DCFS												
		Non-DCFS												
	Children	DCFS												
		Non-DCFS												

# EXHIBIT FS-3

## FAMILY SUPPORT LINKAGE CUMULATIVE MONTHLY REPORT

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

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

Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Mental Health Services	Adults	DCFS													
		Non-DCFS													
	Teens	DCFS													
		Non-DCFS													
	Children	DCFS													
		Non-DCFS													
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Regional Center Services	Adults	DCFS													
		Non-DCFS													
	Teens	DCFS													
		Non-DCFS													
	Children	DCFS													
		Non-DCFS													
Linkage Service Provided			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Special Education Services	Adults	DCFS													
		Non-DCFS													
	Teens	DCFS													
		Non-DCFS													
	Children	DCFS													
		Non-DCFS													
Cumulative Monthly Totals															

EXHIBIT FS-4

FAMILY SUPPORT PROGRAM INTAKE/EXIT FORM

DCFS REFERRED FAMILY (A) YES (b) NO  
(Please Circle One)

<b>Section A. Agency Information</b>						
Agency ID #/State ID/Serial #:					Month:	
Agency:			Completed by:		Reporting Status: <input type="checkbox"/> Opening Information Only <input type="checkbox"/> Closing Information Included	
PSSF Program Category:			Telephone:			
<b>Section B. Primary Caregiver (PC) Information</b>						
Name:						
Address:						
City/State/Zip:						
DOB:		Primary Language Spoken in Home:				
(a) Ethnicity. <input type="checkbox"/> White <input type="checkbox"/> African-American		<input type="checkbox"/> Native American <input type="checkbox"/> Latino		<input type="checkbox"/> Asian <input type="checkbox"/> Other		
(b) Marital Status. <input type="checkbox"/> Single-Never Married <input type="checkbox"/> Married		<input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Unknown		<input type="checkbox"/> Cohabiting <input type="checkbox"/> Widowed		
				<input type="checkbox"/> Pacific Islander		
(c) Indicate highest grade or level completed. <input type="checkbox"/> Elementary School (Grades 1-8) <input type="checkbox"/> GED <input type="checkbox"/> High School <input type="checkbox"/> College Degree <input type="checkbox"/> Some College <input type="checkbox"/> Vocational School						
<b>Section C. Household Income Complete both (a) and (b).</b>						
(a) Source(s). Check all that apply.			(b) Estimated income from all sources that support household. Check one.			
<input type="checkbox"/> Full-time employment <input type="checkbox"/> Part-time employment <input type="checkbox"/> TANF <input type="checkbox"/> Child support <input type="checkbox"/> Other. Describe:		<input type="checkbox"/> SSI - Supplemental Security Income <input type="checkbox"/> SS - Social Security Benefits <input type="checkbox"/> Private Disability Insurance <input type="checkbox"/> VA - Veteran's Administration		<input type="checkbox"/> Less than \$700 per month <input type="checkbox"/> \$1,000 - \$1,999 <input type="checkbox"/> \$2,000 - \$2,999		
				<input type="checkbox"/> \$3,000 - \$3,999 <input type="checkbox"/> \$4,000 or more		
<b>Section D. Information on Others Adults Living in Household</b>						
*	First Name	Last Name	Gender	Date of Birth	Relation***	
<input type="checkbox"/>						
<input type="checkbox"/>						
<b>Section E. Information on Children Living in Household</b>						
*	First Name	Last Name	Gender	Date of Birth	Education Level	Relation***
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
* Check box if adult/child will be recipient of direct services	** Education Level Indicate level for each for each child I-Infant/Toddler (0-2 years)      P-Preschooler (3-5 years) E-Elementary School (Grades K-8)      H-High School C-College/Vocational School      N-Not in School O-No Formal Schooling      ^-6 <sup>th</sup> Grade or less 7-12		*** Relation select code that best describes the relationship between each child and the primary caregiver. B-Biological Parent      G-Grandparent      F-Foster Parent S-Sibling      R-Relative      A-Adoptive Parent G-Group Home      N-Nonrelative Extended Family      C-Other			

TO BE FILED IN THE INDIVIDUAL FAMILY 'S CASE RECORD

EXHIBIT FS-4

FAMILY SUPPORT PROGRAM INTAKE/EXIT FORM

Family Name: \_\_\_\_\_ Agency ID #/State ID/Serial #: \_\_\_\_\_

<b>SECTION F. Family Support Referral Information</b>	
Emergency Basic Support <input type="checkbox"/> DCFS <input type="checkbox"/> Other Community Agency <input type="checkbox"/> Self-Referrad <input type="checkbox"/> School <input type="checkbox"/> Other	List Reason For Referral _____ _____

<b>SECTION G. Service Plan</b>			
(a) Identify services needed for family			
<input type="checkbox"/> 01 Emergency Basic Support Date Pre-Test Completed _____	Date Intake Form Completed _____	Intake Form Completed by _____	
<input type="checkbox"/> 02 Structured Parent-Child/Family Centered Activities Date Pre-Test Completed _____	Completed By _____	Title _____	
<input type="checkbox"/> 03 Employment Services Date Pre-Test Completed _____	Intake Form Completed In Family's Home? <input type="checkbox"/> Yes <input type="checkbox"/> No	Telephone _____	
<input type="checkbox"/> 04 Educational Programs Date Pre-Test Completed _____			
<input type="checkbox"/> 05 Linkage (specify) _____			

<b>Section H. Exit/Termination Information</b>			
Month Exited: _____	Month Terminated _____		
a) Identify services family received			
<input type="checkbox"/> 01 Emergency Basic Support If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test	<input type="checkbox"/> in all areas tested	<input type="checkbox"/> in most areas tested	<input type="checkbox"/> in some areas tested
			<input type="checkbox"/> in no areas tested
<input type="checkbox"/> 02 Structured Parent-Child/Family Centered Activities If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test	<input type="checkbox"/> in all areas tested	<input type="checkbox"/> in most areas tested	<input type="checkbox"/> in some areas tested
			<input type="checkbox"/> in no areas tested
<input type="checkbox"/> 03 Employment Services If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test	<input type="checkbox"/> in all areas tested	<input type="checkbox"/> in most areas tested	<input type="checkbox"/> in some areas tested
			<input type="checkbox"/> in no areas tested
<input type="checkbox"/> 04 Educational Programs If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test	<input type="checkbox"/> in all areas tested	<input type="checkbox"/> in most areas tested	<input type="checkbox"/> in some areas tested
			<input type="checkbox"/> in no areas tested
<input type="checkbox"/> 05 Linkage (specify) _____ If post test was given to family indicate the improvement in the family functioning/skills as established from the pre-test	<input type="checkbox"/> in all areas tested	<input type="checkbox"/> in most areas tested	<input type="checkbox"/> in some areas tested
			<input type="checkbox"/> in no areas tested
Date Exit Form Completed _____	Exit Form Completed by _____		
Completed By _____	Title _____		
Exit Form Completed In Family's Home? <input type="checkbox"/> Yes <input type="checkbox"/> No	Telephone _____		
Date Post Test Completed _____			

TO BE FILED IN THE INDIVIDUAL FAMILY'S CASE RECORD



**EXHIBIT FS-5A**

**COUNTY'S ADMINISTRATION**

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

**COUNTY PROGRAM DIRECTOR:**

Name: Elisa Parrish

Title: Deputy Director, Bureau of Resources

Address: 425 Shatto Place, Suite 602, Los Angeles, California 90020

Telephone: (213) 351-5832

Facsimile:

E-Mail Address:

**COUNTY PROGRAM MANAGER:**

Name: Iris Courtney

Title: County Program Manager

Address: 3075 Wilshire Boulevard, Los Angeles, California 90010

Telephone: (213) 639-4819

Facsimile: (213) 637-2553

E-Mail Address: courtier@dcfs.co.la.ca.us

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Iris Courtney

Title: County Program Manager

Address: 3075 Wilshire Boulevard, Los Angeles, California 90010

Telephone: (213) 639-4819

Facsimile: (213) 637-2553

E-Mail Address: courtier@dcfs.co.la.ca.us

FS-5B

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: SOUTH BAY CENTER FOR COUNSELING

CONTRACT NO.: CMS-04-024/04-025

**CONTRACTOR'S PROJECT MANAGER:**

Name: Mary Hammer

Title: Director of Family Support and Community Services

Address: 360 North Sepulveda Boulevard, Suite 2075 El Segundo, CA 90245

Telephone: (310) 414-2090

Facsimile: (310) 414-2096

E-Mail Address: mlhammer@sbcglobal.net

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

Name: Colleen Mooney

Title: Executive Director

Address: 360 North Sepulveda Boulevard, Suite 2075 El Segundo, CA 90245

Telephone: (310) 414-2090

Facsimile: (310) 414-2096

E-Mail Address: comooney@sbcglobal.net

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

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

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

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

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

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

Notices to Contractor shall be sent to the following address:

Address: 360 North Sepulveda Boulevard, Suite 2075 El Segundo, CA 90245

Telephone: (310) 414-2090

Facsimile: (310) 414-2096

E-Mail Address: comooney@sbcglobal.net

**EXHIBIT FS-6**

**Family Support Program Services**

**Monthly Reimbursement Invoice**

Agency's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City & Zip \_\_\_\_\_  
 Tel. # \_\_\_\_\_  
 Fax # \_\_\_\_\_  
 Contact Person \_\_\_\_\_

Invoice # \_\_\_\_\_  
 Invoice Date \_\_\_\_\_  
 Billing Month \_\_\_\_\_  
 Contract Period \_\_\_\_\_

Cost Category	Annual Budget (a)	Actual Monthly Expenditures (b)	Actual YTD Expenditures (c)	Available Unexpended Budget (d = a-c)
<b>I. SALARIES &amp; EMPLOYEE BENEFITS:</b>				
a. Salaries & Wages	.....	.....	.....	.....
b. Employee Benefits	.....	.....	.....	.....
c. Consultants	.....	.....	.....	.....
<b>II. NON-PERSONNEL COSTS:</b>				
d. Staff Mileage	.....	.....	.....	.....
e. Facility Costs	.....	.....	.....	.....
f. Consumable Supplies	.....	.....	.....	.....
g. Equipment	.....	.....	.....	.....
h. Indirect Cost	.....	.....	.....	.....
i. Other Direct Cost	.....	.....	.....	.....
j. Emergency Basic Support	.....	.....	.....	.....
<b>TOTAL</b>	.....	.....	.....	.....

Requested Reimbursement (the lesser of column b or d): \_\_\_\_\_

**Certification of Agency Representative**

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

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Print name)

<b>For Use by DCFS Program Manager only</b>		
Approving CPM _____ (Print name)	Signature _____	Date _____

FAMILY SUPPORT SERVICES

Customer Satisfaction Survey

WE WANT YOUR HELP! PLEASE TELL US HOW WE ARE DOING!

We welcome your comments about our services. Please tell us how you were treated during your visit and the quality of the care you received by our staff. Your comments are confidential and will assist us with improving future services.

Your Zip Code: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Name of agency where you are receiving services: \_\_\_\_\_

- 1) Age: \_\_\_\_\_
- 2) Gender: Male \_\_\_\_\_ Female \_\_\_\_\_
- 3) Mark the Ethnic group that best describes your origin/identity:
  - Caucasian (White) \_\_\_\_\_
  - African American (Black) \_\_\_\_\_
  - Mexican \_\_\_\_\_
  - Central/South American (please specify) \_\_\_\_\_
  - Asian/Pacific Islander (please specify) \_\_\_\_\_
  - Other (please specify) \_\_\_\_\_

4) Please indicate the primary language you speak: \_\_\_\_\_

5) How were you referred to this agency?  
Self \_\_\_ DCFS \_\_\_ Court \_\_\_ Probation \_\_\_ School \_\_\_ Mental Health \_\_\_ Hospital \_\_\_  
Other (specify) \_\_\_\_\_

6) How long have you been receiving services at this agency?  
1-3 months \_\_\_ 4-6 months \_\_\_ 7-9 months \_\_\_ 9-12 months \_\_\_  
Other specify) \_\_\_\_\_

7) What type of services are you receiving at this agency (check all that apply):  
Emergency Basic Support \_\_\_\_\_ Structured Activities \_\_\_\_\_  
Employment Services \_\_\_\_\_ Case Management \_\_\_\_\_  
Health, Parenting, & Other Educational Programs \_\_\_\_\_  
Linkage \_\_\_\_\_ Other (specify) \_\_\_\_\_

# EXHIBIT FS-7

## FAMILY SUPPORT SERVICES

For questions 8 through 12, please check one of the numbers from 1 to 5 to let us know how you feel: 1=poor, 2= fair, 3= good, 4= very good, and 5 for excellent.

8) Do you feel the services you are receiving helping you?

1\_\_\_ 2\_\_\_ 3\_\_\_ 4\_\_\_ 5\_\_\_

9) Are you satisfied with the services you are receiving?

1\_\_\_ 2\_\_\_ 3\_\_\_ 4\_\_\_ 5\_\_\_

10) How courteous and respectful is the staff regarding your cultural background?

1\_\_\_ 2\_\_\_ 3\_\_\_ 4\_\_\_ 5\_\_\_

11) Please rate the agencies performance:

1\_\_\_ 2\_\_\_ 3\_\_\_ 4\_\_\_ 5\_\_\_

12) Rate your chances of returning to this agency again for services if the need arrives:

1\_\_\_ 2\_\_\_ 3\_\_\_ 4\_\_\_ 5\_\_\_

13) Of the services mentioned below, which is the most difficult to obtain in your Community?  
Circle all of those that apply.

Women and Infant Children\_\_\_ MediCal\_\_\_ Healthy Families\_\_\_ Family Planning\_\_\_ Child  
Care\_\_\_ Housing\_\_\_ Legal\_\_\_ Transportation\_\_\_ School\_\_\_ Work\_\_\_

Other (please specify) \_\_\_\_\_

14) Please provide any related comments on the services that you are receiving:

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If you have additional comments or questions regarding this questionnaire, please contact the following Program Manager:

- Family Support:

Iris Courtney, at (213) 639-4819



## EXHIBIT FS-8

**COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**FAMILY CENTERED SERVICE REQUEST - SERVICE AUTHORIZATION (PAGE 2 OF 2)**  
*The Safety of A Child is Our First Priority*

CASE NAME: \_\_\_\_\_ FP NUMBER: \_\_\_\_\_ or STATE ID/SERIAL #: \_\_\_\_\_

### F. OTHER INFORMATION

<b>GAIN</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>CALWORKS</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>WORKER NAME:</b> _____ _____	<b>PHONE:</b> _____ _____
<b>START DATE:</b> _____		<b>END DATE:</b> _____	
<b>REFERRAL BEING MADE TO:</b> <input type="checkbox"/> PREVENT PLACEMENT <input type="checkbox"/> FACILITATE REUNIFICATION <input type="checkbox"/> ADOPTIVE PLACEMENT <input type="checkbox"/> COURT ORDERED			
<b>REFERRAL INITIATED BY:</b> <input type="checkbox"/> ERCP <input type="checkbox"/> ER <input type="checkbox"/> DI <input type="checkbox"/> FM <input type="checkbox"/> FR <input type="checkbox"/> PP <input type="checkbox"/> ADOPT			
<b>COURT STATUS:</b> <input type="checkbox"/> NONE <input type="checkbox"/> PRE-ADJUDICATION <input type="checkbox"/> POST-ADJUDICATION <input type="checkbox"/> POST-DISPOSITION <input type="checkbox"/> LEGAL GUARDIANSHIP <input type="checkbox"/> ADOPTION			

### G. PLEASE DESCRIBE THE PRESENTING PROBLEMS/AREAS OF CONCERN (Comments, Maximum 500 Characters)

### H. PLEASE DESCRIBE THE FAMILY STRENGTHS (Comments, Maximum 500 Characters)

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

<input type="checkbox"/> AUXILIARY FUNDS	<input type="checkbox"/> TEACHING/DEMONSTRATING HOMEMAKER	<input type="checkbox"/> EMPLOYMENT TRAINING SERVICES
<input type="checkbox"/> PARENT SELF-HELP	<input type="checkbox"/> SUBSTANCE ABUSE TREATMENT	<input type="checkbox"/> HOUSING
<input type="checkbox"/> PARENT TRAINING	<input type="checkbox"/> CHILD CARE	<input type="checkbox"/> MENTAL HEALTH SERVICES
<input type="checkbox"/> TRANSPORTATION	<input type="checkbox"/> DRUG TESTING	<input type="checkbox"/> EDUCATION
<input type="checkbox"/> SUBSTITUTE ADULT ROLE-MODEL	<input type="checkbox"/> MOTEL - EMERGENCY HOUSING	<input type="checkbox"/> SPECIAL EDUCATION
<input type="checkbox"/> HEALTH CARE	<input type="checkbox"/> COUNSELING (OUT OF HOME)	<input type="checkbox"/> OTHER
<input type="checkbox"/> INCOME SUPPORT SERVICES	<input type="checkbox"/> DEVELOPMENTAL SERVICES	

### J. GOALS or OUTCOMES or TERMINATION NOTES or DENIAL REASON (Comments, Maximum 500 Characters)

### TERMINATION - Code / Reason for Case Closing (This Code is Used in Section A for a TERMINATION Action)

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

### K. SIGNATURES

CSW SIGNATURE	DATE	CBL SIGNATURE	DATE
SCSW SIGNATURE	DATE	ARA SIGNATURE	DATE



**AMENDMENT NUMBER ONE**  
**TO**  
**FAMILY SUPPORT SERVICES CONTRACT**  
**Number 04-024-9**



**AMENDMENT NUMBER ONE  
TO FAMILY SUPPORT SERVICES CONTRACT**

This Amendment Number One (hereinafter referred to as "Amendment"), to Family Support (FS) Services Contract Number 04-024-9, (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on July 26, 2005, is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY"), and South Bay Center for Counseling, (hereinafter referred to as "CONTRACTOR"), this 30<sup>th</sup> day of June, 2008.

**WHEREAS**, COUNTY and CONTRACTOR are parties to a Contract, and CONTRACTOR has been providing FS services to COUNTY; and,

**WHEREAS**, COUNTY needs sufficient time to develop a new a program service delivery model which better coordinates the Promoting Safe and Stable Families (PSSF) programs, of which FS is one, and the Child Abuse and Neglect Prevention, Intervention, and Treatment services program in one continuum; and,

**WHEREAS**, the State has approved COUNTY's request to extend the existing FS services contracts for an additional two year period, from July 1, 2008 through June 30, 2010, with an option to extend for one additional year through June 30, 2011, unless terminated earlier; and

**WHEREAS**, Amendment is prepared pursuant to the provisions set forth in Section 8.0, STANDARD TERMS AND CONDITIONS, Subsection 8.4.2, Change Notices and Amendments; and

**NOW, THEREFORE**, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **The Table of Contents** is amended to add: **Section 8.51, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE; Section 8.52, WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION, and Exhibit P, CONTRACTOR'S CHARITABLE ACTIVITIES CERTIFICATION.**
2. **Section 4.0, TERM OF CONTRACT**, Subsection 4.1.1 is added as follows:  
  
4.1.1 The term of this Contract shall be continued for two (2) additional years, commencing on July 1, 2008 through June 30, 2010, with one (1) option to extend through June 30, 2011, unless terminated sooner.
3. **Section 5.0, CONTRACT SUM**, Subsection 5.1 and 5.2 are revised to read as follows:

- 5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, provided that the total amount payable under the Contract shall not exceed \$1,502,429, hereinafter referred to as "Maximum Contract Sum."
- 5.2 The maximum amount payable under this Contract shall not exceed \$238,696 for FY 2005-06, \$260,395, for FY 2006-07, \$260,395 for FY 2007-08, and \$247,648 for FY 2008-09, FY 2009-2010, and FY 2010-11, if the option to extend for the additional year is exercised, hereafter referred to as "Maximum Annual Contract Sum" to provide the required FS services in Service Planning Area 8 that the CONTRACTOR shall serve.
4. **Section 8.1, ASSIGNMENT AND DELEGATION** is revised to read as follows:

**8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 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 sub-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 delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 8.1.2 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.
- 8.1.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger,

buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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.

5. **Section 8.13, CONTRACTOR RESPONSIBIITY AND DEBARMENT** is revised to read as follows:

**8.13 CONTRACTOR RESPONSIBIITY AND DEBARMENT**

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

8.13.1 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 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.

8.13.2 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.

- 8.13.3 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.
- 8.13.4 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.
- 8.13.5 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.13.6 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.
- 8.13.7 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 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 the 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.

8.13.7.1 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.

8.13.8 These terms shall also apply to Subcontractors of COUNTY Contractors.

6. **Section 8.51, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE** is added to read as follows:

**8.51 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 certification in Exhibit P, 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 that 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).

7. **Section 8.52, WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION** is added to read as follows:

**8.52 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise

declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

8. **Exhibit B-1, Supplemental Budgets for July 1, 2008 through June 30, 2010 and through June 30, 2011**, if the option to extend is exercised, is attached and incorporated as part of **Exhibit B, Budget**.
9. **Exhibit P, CHARITABLE CONTRIBUTIONS CERTIFICATION**, is attached and incorporated as part of this Contract.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER ONE  
TO  
FAMILY SUPPORT SERVICES  
CONTRACT NUMBER 04-024-9

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of the Department of Children and Family Services. CONTRACTOR has caused this Amendment Number One to be subscribed in its behalf by its duly authorized officers as of the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

South Bay Center for Counseling  
CONTRACTOR

Patricia S. Ploehn

Patricia S. Ploehn, LCSW, Director  
Department of Children and  
Family Services

By Gillean Money

Name Gillean Money

Title Executive Director


By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Tax ID [REDACTED] \_\_\_\_\_

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY   
Deputy County Counsel

CHARITABLE CONTRIBUTIONS CERTIFICATION

South Bay Center For Counseling  
Company Name

368 N Sepulveda Blvd  
Address

[Redacted]  
Internal Revenue Service Employer Identification Number

15694  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 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.

CERTIFICATION

YES NO

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.

(X)cm ( )

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.

(X)cm ( )

Colleen Mooney  
Signature

Date

Colleen Mooney Executive Director  
Name and Title (please type or print)





**AMENDMENT NUMBER ONE**  
**TO**  
**FAMILY SUPPORT SERVICES CONTRACT**  
**Number 05-027-13**

**AMENDMENT NUMBER ONE  
TO FAMILY SUPPORT SERVICES CONTRACT**

This Amendment Number One (hereinafter referred to as "Amendment"), to Family Support (FS) Services Contract Number 05-027-13, (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on July 26, 2005, is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY"), and South Bay Center for Counseling, (hereinafter referred to as "CONTRACTOR"), this 30<sup>th</sup> day of June, 2008.

**WHEREAS**, COUNTY and CONTRACTOR are parties to a Contract, and CONTRACTOR has been providing FS services to COUNTY; and,

**WHEREAS**, COUNTY needs sufficient time to develop a new a program service delivery model which better coordinates the Promoting Safe and Stable Families (PSSF) programs, of which FS is one, and the Child Abuse and Neglect Prevention, Intervention, and Treatment services program in one continuum; and,

**WHEREAS**, the State has approved COUNTY's request to extend the existing FS services contracts for an additional two year period, from July 1, 2008 through June 30, 2010, with an option to extend for one additional year through June 30, 2011, unless terminated earlier; and

**WHEREAS**, Amendment is prepared pursuant to the provisions set forth in Section 8.0, STANDARD TERMS AND CONDITIONS, Subsection 8.4.2, Change Notices and Amendments; and

**NOW, THEREFORE**, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **The Table of Contents** is amended to add: **Section 8.51, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE; Section 8.52, WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION, and Exhibit P, CONTRACTOR'S CHARITABLE ACTIVITIES CERTIFICATION.**
2. **Section 4.0, TERM OF CONTRACT**, Subsection 4.1.1 is added as follows:  
  
4.1.1 The term of this Contract shall be continued for two (2) additional years, commencing on July 1, 2008 through June 30, 2010, with one (1) option to extend through June 30, 2011, unless terminated sooner.
3. **Section 5.0, CONTRACT SUM**, Subsection 5.1 and 5.2 are revised to read as follows:

5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, provided that the total amount payable under the Contract shall not exceed \$2,341,255, hereinafter referred to as "Maximum Contract Sum."

5.2 The maximum amount payable under this Contract shall not exceed \$400,000 for FY 2005-06, \$400,000, for FY 2006-07, \$400,000 for FY 2007-08, and \$380,418 for FY 2008-09, FY 2009-2010, and FY 2010-11, if the option to extend for the additional year is exercised, hereafter referred to as "Maximum Annual Contract Sum" to provide the required FS services in Service Planning Area 8 that the CONTRACTOR shall serve.

4. **Section 8.1, ASSIGNMENT AND DELEGATION** is revised to read as follows:

**8.1 ASSIGNMENT AND DELEGATION**

8.1.1 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 sub-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 delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

8.1.2 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.

8.1.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger,

buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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.

5. **Section 8.13, CONTRACTOR RESPONSIBIITY AND DEBARMENT** is revised to read as follows:

**8.13 CONTRACTOR RESPONSIBIITY AND DEBARMENT**

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

8.13.1 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 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.

8.13.2 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.

- 8.13.3 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.
- 8.13.4 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.
- 8.13.5 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.13.6 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.
- 8.13.7 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 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 the 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.

8.13.7.1 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.

8.13.8 These terms shall also apply to Subcontractors of COUNTY Contractors.

6. **Section 8.51, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE** is added to read as follows:

**8.51 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 certification in Exhibit P, 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 that 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).

7. **Section 8.52, WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION** is added to read as follows:

**8.52 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise

declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

8. **Exhibit B-1, Supplemental Budgets for July 1, 2008 through June 30, 2010 and through June 30, 2011**, if the option to extend is exercised, is attached and incorporated as part of **Exhibit B, Budget**.
9. **Exhibit P, CHARITABLE CONTRIBUTIONS CERTIFICATION**, is attached and incorporated as part of this Contract.

**ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER ONE  
TO  
FAMILY SUPPORT SERVICES  
CONTRACT NUMBER 05-027-13**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of the Department of Children and Family Services. CONTRACTOR has caused this Amendment Number One to be subscribed in its behalf by its duly authorized officers as of the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

South Bay Center for Counseling  
CONTRACTOR

Patricia S. Ploehn  
Patricia S. Ploehn, LCSW, Director  
Department of Children and  
Family Services

By Colleen Mooney

Name Colleen Mooney

Title Executive Director

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Tax ID [REDACTED] \_\_\_\_\_

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY   
Deputy County Counsel



CHARITABLE CONTRIBUTIONS CERTIFICATION

South Bay Center For Counseling  
Company Name

368 N Sepulveda Blvd  
Address

[Redacted]  
Internal Revenue Service Employer Identification Number

15694  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 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.

CERTIFICATION

YES

NO

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.

(X) YES ( ) NO

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.

(X) YES ( ) NO

Colleen Mooney  
Signature Date

Colleen Mooney Executive Director  
Name and Title (please type or print)

**CITY OF LONG BEACH**  
**WORKSHEET FOR CERTIFICATE OF SELF-INSURANCE**  
 Please complete this form for submission to Risk Management



**With respect to:**

(Agreement Title/Program and Subject/Location)

Subcontract for Family Support Services - Structured Activities  
CLB Center for Families + Youth 6335 Myrtle Ave

Term of Agreement/Program

From: <sup>DH+HS</sup> 7/1/08 To: 6/30/09 <sup>LB</sup> 90805

Name of City of Long Beach Program Coordinator

Rosie Velazquez Gutierrez Phone 562/570-3276

**Between the City of Long Beach and the proposed**

**Certificate Holder:**  
 (Name and Location)

South Bay Center for Counseling  
3600 N. Sepulveda Blvd. #2075, El Segundo, CA.

Name of Contact Person

MARY Hammer, Pgm Dir. Phone 310/414-2090 <sup>96245</sup>

**Type of Coverage:**

**\*REQUIRED: ATTACH A COPY OF THE INSURANCE REQUIREMENTS OF THE PARTY REQUESTING THE CERTIFICATE OF INSURANCE FROM THE CITY.**

*See Attached*

- Commercial general liability Amount required: \_\_\_\_\_
- Commercial automobile liability Amount required: \_\_\_\_\_
- All Risk property (buildings) Amount required (if applicable): \_\_\_\_\_
- All Risk property (personal property) Amount required (if applicable): \_\_\_\_\_
- Worker's compensation Amount required: Statutory
- Employers' liability Amount required: \_\_\_\_\_
- Professional liability Amount required: \_\_\_\_\_
- Other: \_\_\_\_\_ Amount required: \_\_\_\_\_
- Other: \_\_\_\_\_ Amount required: \_\_\_\_\_

**Additional insured (if applicable):**

Name County of Los Angeles, its Special Districts, its Officials, Officers & Employees  
 Address DCFS Contracts Admin. 425 Shatto Pl, Rm 400, L.A., CA. 90020

Relationship to City (E.g., lessor, contractor, principal, etc. If in doubt, please attach the first couple of pages of the Agreement or any other documentation describing the relationship between the City and the Additional Insured):

County Contracts with South Bay Center for Counseling (SBCC); SBCC SubContracts with CLB-DH+HS.

**For Further Information, or Issuance of a Certificate of Self-Insurance,  
 Contact Risk Management.**

CITY OF LONG BEACH  
CERTIFICATE OF SELF-INSURANCE



**With respect to:**

(Agreement Title/Program and subject/location)

Subcontract for Family Support Program Activities/Services (Region 8) between the Certificate Holder (Contractor) and City of Long Beach Department of Health and Human Services (Subcontractor)—Amendment—7/1/2008-6/30/2009

City of Long Beach Program Coordinator

Rosie Velazquez-Gutierrez, Health

July 1, 2008 - June 30, 2009

Phone (562) 570-3276

**Between the City of Long Beach and**

**Certificate Holder:**  
(Name and Location)

South Bay Center for Counseling, 360 North Sepulveda Blvd. #2075, El Segundo, CA 90245

Contact Person

Mary Hammer, Program Director

Phone (310) 414-2090

**Type of Coverage:**

Commercial general liability equivalent in scope to CG 00 01 10 93 in an amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate; commercial automobile liability equivalent in scope to CA 00 01 06 92 in an amount of \$1,000,000 per accident covering all owned, nonowned, and hired autos; professional liability in an amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate; and statutory workers' compensation and \$1,000,000 per accident

This coverage will terminate upon completion or satisfaction of the re... be terminated sooner upon thirty (30) days written notice to the Certif... this Certificate are changed or withdrawn, the City of Long Beach wil... Holder, thirty (30) days prior written notice by registered mail, but fa... or liability of any kind upon the City of Long Beach, its officials, age

This Certificate does not amend, extend or alter the coverage evidenc

Such insurance provided herein is primary and not contributing with maintained by the County to the extent of liability incurred by the C the above Agreement/Program.

**Additional Covered Interest:** The County of Los Angeles, its Sp... additional covered interests under the general liability coverage wi... operations of the City under the above Agreement/Program, provic... the City.

For further information or in the event of a claim, contact:

Certified by:

City of Long Beach  
Attn: Risk Management  
333 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6754  
(562) 570-5375 (fax)

Reshan Cooray  
Acting Risk Manager and City Safety Officer

Cert. No. 2007-071C

Coverage period: July 1, 2008 - June 30, 2009

Date issued: July 10, 2007

Please  
make  
changes