

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

30284

This SUBCONTRACT is made and entered into this First day of July, 2007 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, 2007, and shall expire on June 30, 2008, 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, 2007 – June 30, 2008) \$ 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, 2008. 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.

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

SUBCONTRACTOR: **City of Long Beach**
Name of Agency

Authorized Signature
Print Name and Title

Anthony W. Batts
City Manager
Anthony W. Batts

Tax Identification Number 

APPROVED AS TO FORM

7/10, 20.07
ROBERT E. SHANNON, City Attorney

By *Ann A. Conway*
DEPUTY CITY ATTORNEY

04-024-9

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

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
3.0 CONTRACTOR'S WORK	3
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM.....	4
6.0 ADMINISTRATION OF CONTRACT – COUNTY	8
6.1 County's Program Director	8
6.2 County's Program Manager	9
6.3 County's Contract Program Monitor	9
7.0 ADMINISTRATION OF THE CONTRACT – CONTRACTOR.....	9
7.1 Contractor's Project Manager.....	9
7.2 Approval Of Contractor's Staff.....	10
7.3 Confidentiality	10
7.4 Case Records.....	10
7.5 Computer and Information Technology Requirements	11
8.0 STANDARD TERMS AND CONDITIONS	12
8.1 Assignment And Delegation	12
8.2 Authorization Warranty	12
8.3 Budget Reductions	12
8.4 Change Notices and Amendments.....	13
8.5 Child Abuse Prevention Reporting.....	14
8.6 Compliance with Applicable Law	15
8.7 Compliance With Civil Rights Laws	16
8.8 Compliance with the COUNTY's Jury Service Program.....	16
8.9 Conflict of Interest.....	18
8.10 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List.....	18
8.11 Consideration of Hiring Gain/Grow Program Participants.....	18
8.12 Consideration of Hiring Former Foster Youth.....	19
8.13 Contractor Responsibility and Debarment.....	19
8.14 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law	21
8.15 Contractor's Warranty Of Adherence To County's Child Support Compliance Program	22
8.16 COUNTY'S Quality Assurance Plan	22
8.17 Criminal Clearances	22

8.18	Disputes Resolution	24
8.19	Employment Eligibility Verification	24
8.20	Facsimile Representations	25
8.21	Fair Labor Standards.....	25
8.22	Fixed Assets.....	25
8.23	Independent Contractor Status	26
8.24	Indemnification	26
8.25	General Insurance Requirements.....	27
8.26	Insurance Coverage Requirements.....	29
8.27	Liquidated Damages.....	30
8.28	Most Favored Public Entity.....	31
8.29	Nondiscrimination and Affirmative Action	31
8.30	Non-Exclusivity.....	33
8.31	Notice of Delays.....	33
8.32	Notice to Employees Regarding the Federal Earned Income Credit	33
8.33	Notices.....	33
8.34	Prohibition against Inducement or Persuasion	34
8.35	Proprietary Rights.....	34
8.36	Public Records Act.....	36
8.37	Publicity.....	36
8.38	Record Retention and Inspection/Audit Settlement	37
8.39	Recycled Bond Paper.....	39
8.40	Subcontracting	39
8.41	Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program	40
8.42	Termination for Convenience	41
8.43	Termination for Default	41
8.44	Termination for Improper Consideration	43
8.45	Termination for Insolvency.....	44
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	44
8.47	Termination for Non-Appropriation of Funds.....	44
8.48	Warranty Against Contingent Fees	45
8.49	Interpretation of Contract.....	45
8.50	Complaints	46

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-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'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

04-024-9

**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 1ST 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.
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-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

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, good, services and other work provided by CONTRACTOR.
- 2.7 **DAY(s)** – Calendar day(s) unless otherwise specified.
- 2.8 **FISCAL YEAR** – The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR'S WORK

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

- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for 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 \$759,486, 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 \$238,696 for FY 2005-06, and \$260,395 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 ten percent (10%) 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, 4th Floor
Los Angeles, California 90010
Telephone # (213) 351-0100
FAX: (213) 637-0035

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

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

8.13 Contractor Responsibility and Debarment

8.13.1 Responsible Contractor

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

8.13.2 **Chapter 2.202 of the County Code**

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

8.13.3 **Non-responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

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

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

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

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

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

8.14.1 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

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

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

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

8.16 COUNTY'S Quality Assurance Plan

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

8.17 Criminal Clearances

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

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

8.17.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

8.17.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

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

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

8.18 Disputes Resolution

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

8.19 Employment Eligibility Verification

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

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

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

8.20 Facsimile Representations

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

8.21 Fair Labor Standards

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

8.22 Fixed Assets

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

8.23 Independent Contractor Status

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

8.24 Indemnification

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

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

8.25 General Insurance Requirements

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

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

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

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

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

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

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

8.26 Insurance Coverage Requirements

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

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

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

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

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

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

8.26.5 **Property Coverage:** Such insurance shall 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

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

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

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:

- 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 maintain by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this 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,

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.

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

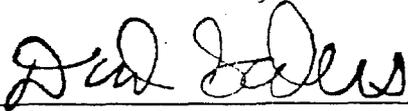
The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Contract effective date, the Contractor shall provide the County within the Contractor's policy for receiving, investigating and responding to user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

By Signature on file
Deputy County Counsel

Title

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

TABLE OF CONTENTS

	<u>PAGE</u>
PART A. INTRODUCTION	1
1.0 PREAMBLE	1
2.0 OVERVIEW.....	4
3.0 DEFINITIONS	5
4.0 STAFFING	10
5.0 ADMINISTRATIVE TASKS	13
6.0 PARTNERSHIPS FOR FAMILIES INITIATIVE (PFF)	15
7.0 SERVICE DELIVERY SITES	16
PART B. TARGET POPULATIONS	18
PART C. SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS	19
1.0 SAFETY	21
2.0 EVALUATION AND OUTCOMES	25

STATEMENT OF WORK

PART A. INTRODUCTION

1.0 PREAMBLE

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

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

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

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

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

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

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

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

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

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

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

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

Personal Service Delivery

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

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

Service Access

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

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

- Follow-up to ensure appropriate delivery of services

Service Environment

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

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

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

2.0 OVERVIEW

2.1 The Promoting Safe and Stable Families (PSSF) program is a federal program whose purpose is to enable states to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, 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 1st and ending the following June 30th.
- 3.34 **Follow-up Services** shall be defined as CONTRACTOR's follow-up to ensure that CONTRACTOR's referrals to Community resources are providing the appropriate services to families.
- 3.35 **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 15th day of each month.
- 5.2.4 CONTRACTOR shall submit a completed Family Support Services Individual Family Service Log, Exhibit FS-2, to the COUNTY Program Manager by the 15th of each month for each family receiving services.

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

5.3 Days 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.

OUTCOMES

No substantiated or multiple inconclusive child abuse and/or neglect referrals.

METHOD OF DATA COLLECTION

©WS/CMS

PERFORMANCE TARGETS

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.