County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

PATRICIA S. PLOEHN, LCSW
Director

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Fifth District

January 12, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

REQUEST TO APPROVE SOLE SOURCE CONTRACT FOR THE PROVISION OF QUALITY SERVICE REVIEW PROTOCOL CONTRACT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

This is to request your Board's approval to execute a Sole Source contract with Human Systems and Outcomes, Inc. (HSO), for a period of 12 months, effective January 12, 2010 through December 31, 2010 with the option to extend for up to an additional 12 months for the provision of a customized Quality Service Review (QSR) protocol for the Department of Children and Family Services (DCFS) to evaluate the effectiveness of its case work practices. The total cost for this 12-month contract is $298,000; financed using 100% net County Cost (NCC) [Katie A. Strategic Plan Allocation].

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the attached contract (Attachment I), for the provision of a customized Quality Service Review protocol with HSO on a 12-month contract, from January 12, 2010 through December 31, 2010. The cost of this firm fixed-price contract is $298,000, financed using 100% ($298,000) NCC [Katie A. Strategic Plan Allocation].

2. Authorize and delegate authority to the Director of DCFS or her designee, to extend the contract term on an automatic month-to-month period for up to 12 months by written notice to the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A QSR is also one of the components of the County's exit criteria from the Katie A. class action lawsuit. A three-pronged approach is proposed to exit from the lawsuit consisting of: 1) successful adoption by the Board of Supervisors/Court of a meaningful strategic plan; 2) a passing score on a QSR; and 3) acceptable progress on a discrete set of data indicators, which was approved by the Board of Supervisors on October 14, 2008.

HSO holds the copyright on a Quality Service Review Protocol, titled Quality Service Review for a Child and Family: A Reusable Protocol for Examination of System of Care Services for a Child and Family (QA Tool).

HSO will provide DCFS a customized QSR protocol to evaluate case practices and satisfy a part of the exit criteria from the Katie A. class action lawsuit. HSO will provide FileMaker Pro and DeltaGraph software needed to operate the customized QSR protocol.

The QSR in many ways is an extension of the Federal Child and Family Services Review (CFSR) which focuses on evaluating improved outcomes for children and families. The QSR places greater emphasis on qualitative practice, which can inform the attainment of outcome trends, or lack thereof.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #1, Operational Effectiveness. The contract for QSR will better help DCFS evaluate and improve on its case work practices.

FISCAL IMPACT/FINANCING

The cost of services for this contract is paid upon completion of deliverables as stated in the Scope of Work Pricing Plan ranging from $5,000 to $86,000 per deliverable. The total cost of all deliverables will be $298,000 financed using 100% ($298,000) NCC [Katie A. Strategic Plan Allocation]. The total cost of the contract in the amount of $298,000 is included in the Fiscal Year 2009-10 Adopted Budget and will be included in Fiscal Year 2010-11 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract is a 12-month, firm fixed priced contract for the total amount of $298,000 with HSO for a customized QSR protocol, and training of DCFS staff to conduct the QSR. The payment of the contract is based on completion of deliverables as stated in the Scope of Work Pricing Plan. The contract start date is January 12, 2010 through December 31, 2010.

The contractor has complied with all Board and CEO requirements. County Counsel has reviewed the Board letter. The contract has been approved as to form by County Counsel.

During the course of negotiations, HSO raised objections to certain County's required contractual terms. The deviation from the County's standard contractual terms is as follows:

1. The terms of contract – contractor to notify County when it is within six months from expiration of term has been changed to three months. The original statement for the Contractor was to notify the COUNTY within six months of

expiration of a 36-months contract. This contract is for one year, so a six month notice prior to expiration is not feasible.

2. Consideration of Hiring County Employees targeted for Layoff/or Re-Employment List was deleted in its entirety as permitted by Board Policy 5.110, since the contractor is located out-of-state.

3. Consideration of Hiring GAIN/GROW Program participants was deleted in its entirety as permitted by Board Policy 5.050, since administration of the QSR requires a highly educated, highly trained set of reviewers who are qualified to perform clinical interviewing; this is a very specialized skill set.

CONTRACTING PROCESS

On October 14, 2008, your Board approved the DCFS Strategic Plan and Budget. On March 27, 2009, your Board approved the DCFS implementation plan including the Katie A. settlement agreement and exit criteria. A critical component of the Katie A. settlement exit criteria is the Quality Assurance process to evaluate the effectiveness of its casework practices and to achieve a satisfactory score on the QSR.

On July 17, 2009 DCFS informed the Board that it intended to commence negotiations for a sole source contract with HSO on July 31, 2009. The term of the contract is 12 months effective January 12, 2010 through December 31, 2010. A sole source checklist (Attachment II) was submitted to CEO and approved on December 16, 2009.

There was a delay in the intended start date of September 1, 2009 as stated in the Board Notification Memo (Attachement III) due to negotiations concluding at the end of November 2009.

HSO is the innovator that created the QSR process that is now used in many states as a quality assurance mechanism and practice development process. HSO possesses sole ownership of the QSR; as such, the QSR materials that will be used are the intellectual property of HSO.

DCFS and HSO negotiated the terms and conditions of the contract along with the material terms of the Statement of Work.

IMPACT ON CURRENT SERVICES

Currently, DCFS does not have a QA Tool.

Approval of this contract will enable DCFS to utilize a customized QSR protocol, which is one of the three components of the County's exit criteria from the Katie A. class action lawsuit, to evaluate the effectiveness of its case work practices and improve results.

CONCLUSION

Upon approval and execution of this contract by the Board, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of this Board letter and attachment to:

1. Department of Children and Family Services
   Contracts Administration Division
   Attention: Kimberly A. Foster, Senior Contracts Administration Manager
   425 Shatto Place, Room 400
   Los Angeles, CA 90020

2. Office of County Counsel
   Attention: Diane Cachenaut, Paralegal
   648 Kenneth Hahn Hall of Administration
   500 West Temple Street
   Los Angeles, CA 90012

3. Human Systems and Outcomes, Inc. (HSO)
   Attention: Ray Foster, Ph.D., Director
   2107 Delta Way
   Tallahassee, FL 32303-4224

Respectfully submitted,

Trish Ploehn

PATRICIA S. PLOEHN, LCSW
Director

PSP:KF
RML:ec

Attachments (3)

c: Chief Executive Officer
   Acting County Counsel
   Executive Officer, Board of Supervisors

ATTACHMENT I

QUALITY SERVICE REVIEW (QSR) SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HUMAN SYSTEMS AND OUTCOMES, INC.

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

January 2010

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
QUALITY SERVICE REVIEW SERVICES CONTRACT

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
QUALITY SERVICE REVIEW SERVICES CONTRACT

Quality Service Review (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 20__, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Human Systems and Outcomes, Inc.
hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Quality Service Review Services;

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

WHEREAS, this contract shall facilitate the COUNTY's compliance with the Katie A. Settlement agreement; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, “Changes and Amendments” and signed by both parties.

1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, and J set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4, A-5, and Exhibit B, Attachments.

1.5 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:

A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

B. “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

C. “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

D. “COUNTY” – means the County of Los Angeles and includes the Department of Children and Family Services.

E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

F. “COUNTY Program Manager” – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

G. “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

H. “DCFS” - means COUNTY’s Department of Children and Family Services.

I. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.

J. “Fiscal Year(s)” - means the 12 month period beginning July 1st and ending the following June 30th.

K. “Maximum Contract Sum” - means the total amount to be paid under this contract.

L. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

2.0 TERM

2.1 The term of this Contract shall commence on January 12, 2010 or the date of execution by the COUNTY’s Board of Supervisors, whichever is later, and shall expire on December 31, 2010 unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 The COUNTY shall have the sole option to extend the Contract term for up to one additional one-year period for a maximum total Contract term of two years. The extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County’s Chief Executive Office (CEO) is obtained prior to any such extension.

2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written

stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

2.4 CONTRACTOR shall notify COUNTY when this Contract is within three (3) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

3.0 CONTRACT SUM

3.1 The Maximum Contract Sum for this contract is $298,000.00.

3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-2, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.

3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to 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, CONTRACTOR 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.

3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit B, Attachment I, County's Administration.

3.6 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit

or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

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

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

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Evidence of Insurance: Prior to commencing services under this Contract, certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

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

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

4.1.3 Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, CONTRACTOR'S insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

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

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

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

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

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

4.1.9 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall

precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

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

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

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

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

4.2 Insurance Coverage Requirements:

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

General Aggregate: $3 million
Products/Completed Operations Aggregate: $1 million
Personal and Advertising Injury: $1 million
Each Occurrence: $1 million

4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR'S use of autos pursuant

to this Contract, including non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident.

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

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

5.0 INVOICES AND PAYMENTS

5.1 CONTRACTOR shall submit the original invoice after completion of each identified deliverable to the DCFS COUNTY Program Manager for review and approval, and one copy to Accounting Services without the Summary Report as follows:

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

And an original of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Brian Bruker, Program Manager
9320 Telstar Ave., #216
El Monte, CA 91731

5.2 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any

payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

5.3 Payment to CONTRACTOR will be made in arrears upon receipt and approval by the COUNTY's Program Manager of each invoice, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

5.4 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

5.5 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.6 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.

5.7 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

5.8 For work performed in accordance with the scope of work of this Contract, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY

monthly in arrears for QSR Development contract services at the actual cost incurred in conformance for each deliverable in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.

5.9 CONTRACTOR shall submit an invoice upon completion of each identified deliverable. CONTRACTOR shall make its best efforts to submit all invoices within 7 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

6.0 CONFIDENTIALITY

6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

6.2 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

6.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, “Contractor Acknowledgement and Confidentiality Agreement.”

6.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, “Contractor’s Employee Acknowledgment and Confidentiality Agreement.” CONTRACTOR shall maintain in its files copies of such executed Agreements.

6.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

6.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

6.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

6.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, or agents to comply with this sub-section 6.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 6.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

6.9 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.

7.0 CONTRACTOR'S STAFF IDENTIFICATION

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

7.2 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract.

8.0 PROPRIETARY RIGHTS

HSO will grant the County of Los Angeles a one-time, perpetual use site license for Agency use of HSO's intellectual property in QSRs. A site license for use of all materials is included in the estimate of costs that will allow the use of all developed materials for quality assurance and practice development purposes and is detailed below. The provisions of the site license are detailed as follows:

Ownership of Work Product

8.1.1 Intellectual Property Ownership of the Quality Service Review and Related Materials. HSO holds a copyright to the *Quality Service Review Protocol* (Certificate of Registration TX 6-938-671). DCFS acknowledges and agrees that the QSR Protocol, in all of its related formats and working papers, are the intellectual property of HSO, representing more than 20 years of development, refinement, and use by numerous public and private agencies across the nation. DCFS may not copyright, patent, trademark, or claim ownership of the QSR name, methodology, or any of its related working materials, i.e., review protocols, data forms, job aids, training materials, technical descriptions, and marketing information (collectively referred to as the "QSR Materials").

8.1.2 Licensure of the QSR Materials. HSO will grant DCFS a license for the adaptation and use of QSR materials for evaluation of services provided to children and families served in DCFS programs operating throughout the COUNTY. The license will remain in effect for as long as DCFS uses QSR processes and related materials. DCFS may prepare derivative works based on the QSR materials. DCFS may reproduce and disseminate (including dissemination in print and electronic formats via the agency intranet) all forms and versions of QSR materials (including DCFS-prepared derivative works) that have been adapted for use by DCFS as often and for as long as DCFS elects to use its versions of QSR materials for evaluation and advancement of practices and results. DCFS may not:

(1) copyright, patent, or trademark the QSR name, methodology, or any related working materials;

(2) sell said materials for profit, but may recover the cost of printing and handling, when necessary;
(3) disseminate said materials outside County of Los Angeles without obtaining prior written consent from a director of Human Systems and Outcomes, Inc.

Further adaptations of QSR materials secured under an agreement with County of Los Angeles are covered under this license and may be used by DCFS under the above terms and conditions. All adaptations of QSR materials specified in an agreement are available for countywide use by County of Los Angeles under this license in perpetuity. It is recognized and agreed to by all parties that this license will operate successfully in providing fair use by DCFS of all QSR protocols and materials and will continue to be used during and after the period of this contract. HSO further grants to DCFS the right under the license to integrate any portion or all of the QSR materials to the extent DCFS deems necessary into any internal software, process, or other DCFS system, subject to the restrictions above.

8.1.3 Ownership of Other Work Products. DCFS owns all work products not covered above that are developed or furnished in connection with a contract by HSO. Such work products include databases containing data collected during on-site QSR reviews, review reports, PowerPoint presentations of QSR findings, local site plans, and other materials. All non-QSR working papers generated by use of QSR materials are and shall remain property of DCFS.

9.0 SHRED DOCUMENT

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

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment H, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

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

1.2 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 Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment I, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

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

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval by County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in

the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

9.1.1 The 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.

9.1.2 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).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLIANCE WITH APPLICABLE LAWS

11.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. 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.

11.1.1 For contract over $10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

11.2 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.

11.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, or agents to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 11.3 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a

full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 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 B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH 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 hereto as Exhibit B, Attachment F, and incorporated by reference into and made a part of this Contract.

13.1 Written Employee Jury Service Policy

13.1.1 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.

13.1.2 For purposes of this Section, “Contractor” means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 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. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

13.1.3 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 term of this 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.

13.1.4 CONTRACTOR’s violation of this Section of this Contract may constitute a material breach of this 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.

14.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and

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

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee whose position in 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 CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

15.2 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. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If 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 COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

16.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

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

be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

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

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

16.6 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.

16.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR

has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

16.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.9 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http://www.epls.gov/epls/search.do?multiName=true

17.0 LEFT BLANK INTENTIONALLY

(Section deleted)

18.0 CONTRACTOR'S WORK

18.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

18.2 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.

19.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

19.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

19.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

20.0 EMPLOYEE BENEFITS AND TAXES

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

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

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding 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 such documentation of all covered employees for the period prescribed by law.

21.2 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 federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

22.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it

has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

23.0 FAIR LABOR STANDARDS

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

24.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

25.0 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 CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

26.0 INDEPENDENT CONTRACTOR STATUS

26.1 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 COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

26.2 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. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

26.3 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. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

27.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

28.0 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.

29.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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.

29.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

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.

29.4 CONTRACTOR certifies and agrees that it will deal with its bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

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.

29.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

29.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate 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 Opportunity 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 COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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.

30.0 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.

31.0 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 written notice thereof, including all relevant information with respect thereto, to the other party.

32.0 NOTICE OF DISPUTE

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

33.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall 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 Services Notice 1015, attached hereto as Exhibit B, Attachment E.

34.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given 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 Attachment H, CONTRACTOR's Administration and Attachment I, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

35.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and 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.

36.0 PUBLIC RECORDS ACT

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 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 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 of court of competent jurisdiction.

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 bid or 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.

37.0 PUBLICITY

37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

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

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 Project Director. The COUNTY shall not unreasonably withhold written consent.

37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

38.0 RECYCLED-CONTENT PAPER

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

39.0 SAFELY SURRENDERED BABY LAW

39.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR 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. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

39.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall 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 B, Attachment G, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

40.0 SUBCONTRACTING

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

40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

40.2.1 A description of the work to be performed by the Subcontractor;

40.2.2 A draft copy of the proposed subcontract; and

40.2.3 Other pertinent information and/or certifications requested by the COUNTY.

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 employees.

40.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

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. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

40.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees cleared by DCFS contract management.

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

40.7.1 An executed Exhibit B, Attachment C-1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

40.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and

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

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

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

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

40.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

41.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

41.1.1 CONTRACTOR has materially breached this Contract;

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

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

41.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 42.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

41.3 The CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

41.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

41.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in

procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 42.1, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

41.5.1 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 Part II, Indemnification.

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

42.0 TERMINATION FOR CONVENIENCE

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 10 days after the notice is sent.

42.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

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

42.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

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.

43.0 TERMINATION FOR IMPROPER CONSIDERATION

43.1 COUNTY may, by written notice to 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 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

43.2 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.

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

44.0 TERMINATION FOR INSOLVENCY

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

44.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;

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

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

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

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

45.0 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 CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of 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.

46.0 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. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at 30 days notice.

47.0 VALIDITY

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

48.0 WAIVER

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

49.0 WARRANTY AGAINST CONTINGENT FEES

49.1 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.

49.2 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.

50.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

Human Systems and Outcomes, Inc.
CONTRACTOR

By _____

Name Ray E. Foster

Title Director

By _____

Name _____

Title _____

59-3336313
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ROBERT E. KALUNIAN, ACTING COUNTY COUNSEL

JANE S. WOLFARTH
MY COMMISSION # DD 759918
EXPIRES: June 17, 2012
Bonded Thru Notary Public Underwriters

BY _____
Kathleen Bramwell, Principal Deputy County Counsel

Jane S. Wolfarth
JANE S. WOLFARTH

QUALITY SERVICE REVIEW (QSR) SERVICES CONTRACT

EXHIBIT A – STATEMENT OF WORK

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

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
QUALITY SERVICE REVIEW SERVICES
Exhibit A - STATEMENT OF WORK

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EXHIBIT A: STATEMENT OF WORK

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
- Customer Orientation
- Integrity
- Leadership
- 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 five goals: 1) Operational Effectiveness;
2) Children, Family, and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health, and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

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

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

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

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

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 PURPOSE

The DCFS Quality Assurance/Quality Improvement (QA/QI) Section is positioned within the Bureau of Strategic Management, Out of Home Care Management Division. The Section is responsible for ensuring that performance standards specific to the case management activities most critical to child safety and positive child and family outcomes are met. In addition, the Section is responsible for ensuring that the analysis of multiple-source data; and the review and analysis of critical incident and child fatality cases, Internal Affairs investigations and the management of claims and lawsuits result in system-wide improvement. Prioritization and strategic planning to address improvements in the Department's key systems are directed by the Quality Assurance/Quality Improvement Steering Committee and is sponsored by executive management.

Among the projects that the QA/QI Section is responsible for developing and administering is a DCFS Quality Service Review. A **Quality Service Review (QSR)** is a process for performance measurement and practice development. Now used in many services agencies around the country to measure practice and improve results, QSR processes and tools will be introduced, adapted, and used by DCFS for system transformation purposes. QSR goes beyond compliance reviews by examining key areas of case practice that yield outcomes expected of child serving agencies. QSR measures the status of the focus child and caregiver, the child's progress, and practice functions used for the child and caregiver. QSR results provide useful in-depth information for strengthening frontline practice and building local capacities for providing better practice.

A QSR is also one of the components of the County's exit criteria from the Katie A. class action lawsuit. A three-pronged approach is proposed to exit from the lawsuit consisting of: 1) successful adoption by the Board of Supervisors/Court of a meaningful strategic plan; 2) passing score on a QSR; and 3) acceptable progress on a discrete set of data indicators.

The QSR provides a list of objective criteria for demonstrating compliance with the Katie A. Settlement Agreement and generally encompasses two levels of review – "child status indicators" and "system performance". QSR's have been used in other jurisdictions under similar child welfare court orders to improve qualitative performance and outcomes for children and families, and have become the standard for objectively documenting fulfillment of these orders.

The QSR in many ways is an extension of the Federal Child and Family Services Review (CFSR) which focuses on evaluating improved outcomes for children and families in the areas of: recurrence of maltreatment; incidence of child abuse/neglect in foster care; foster care re-entries; length of time to achieve reunification; length of time to achieve adoption; and stability of foster care placement. However, the QSR places greater emphasis on qualitative practice, which can inform the attainment of outcome trends, or lack thereof.

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

3.1 Case Review – means applying a specialized methodology of studying and collecting information on a child welfare case through reading, searching and analyzing the case records and interviewing all of the significant parties to the case (the parents, the children, relatives, caregivers, children social workers, and other helping professionals) to ascertain strengths and promising practices as well as challenges in practice relevant to certain child and family indicators and system performance indicators.

3.2 Certified – means training a DCFS employee to an agreed upon level of competency to administer QSR protocol.

3.3 Children's Social Worker (CSW) – means Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.

3.4 Child Status Indicators – means the key measures of a child's current status and progress on dimensions such as "safety", "permanence", and "well-being".

3.5 CONTRACTOR's Program Director (CPD) – means CONTRACTOR's officer or employee responsible for administering the Contract in accordance with the Statement of Work.

3.6 "COUNTY's Program Manager" (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight

of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

3.7 Pilot – means an experimental field test utilizing the jointly designed QSR Protocol and database design on a select sample of cases (10-12) from a designated Regional Office; the DCFS trained review team will put their classroom instruction into practice.

3.8 Practice Champion – means social work staff (either CSW's or SCSW's) who are recognized to have outstanding skills in their particular practice function and strive to defend and spread "best practices" in the field.

3.9 Quality Service Review (QSR) – means a process for performance measurement and practice development.

3.10 Roll Out – means utilizing the designated DCFS review team that has been provided advanced training, as well as the refined QSR Protocol and database design, the initiation of QSR case reviews on a select sample of cases (10-12) from another 2 regional offices.

3.11 System Performance Indicators – means the key measures of practice used by the Agency (DCFS) for serving children and families.

4.0 COUNTY PROGRAM MANAGEMENT

The COUNTY shall provide a Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CONTRACTOR's Program Director (CPD).

4.1 CPM or designated alternate shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.

4.2 CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

4.3 CPM shall be responsible for daily management of Contract operation and overseeing monitoring activities, is identified in Attachment I.

4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract or to the Scope of Work and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

4.5 DCFS shall provide training facilities, projectors, LCD monitor, and meeting notices for Executive Leadership 2-day training. DCFS will also provide a working room (conference room) for Case review groups.

4.6 CPM shall provide timely written feedback to HSO on QSR protocol draft by April 23, 2010.

4.7 CPM shall select the design team.

4.8 CPM shall coordinate with HSO on selection of Design Team & Case Reviews, Pilot and Roll out phases as required.

5.0 CONTRACTOR'S RESPONSIBILITIES

5.1 As required in Part II, Section 1.0, Contractor's Administration, CONTRACTOR shall designate a Program Director responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The CONTRACTOR's Program Director (CPD) is identified in Attachment H.

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

5.3 CPD shall coordinate any and all meetings under this Contract with the assigned County DCFS Program Manager.

5.4 CPD shall be responsible for tasks listed in the Project Plan (as further stated in 8.0 Scope of Work)

6.0 REPORTS AND QUALITY ASSURANCE PLAN

6.1 The CONTRACTOR shall establish and maintain a Project Plan to assure the requirements of the contract are met. A copy of the plan is included as Exhibit A-4 and monthly updates must be provided to the CPM beginning with the contract start date and each month thereafter. The original Project Plan and any revisions thereto shall include, but not be limited to, the following:

6.1.1 methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit A-1, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

6.1.2 methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

6.2 CONTRACTOR shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the CPM.

6.3 The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work and Exhibit A-1, Performance Requirements Summary.

6.4 CONTRACTOR shall provide COUNTY with a monthly update to the project plan for the previous month indicating the work and activities performed, along with the work and activities that will be perform the following month.

6.5 The monthly service report shall be submitted within 5 business days from the end of the prior month and in a format approved in advance by the Program Manager.

7.0 OUTCOME MEASURES

As a result of our consultation with HSO, DCFS will have developed a customized performance measurement protocol (QSR) which coherently and efficiently integrates this new process within the DCFS Quality Improvement/Quality Assurance framework. Specifically, DCFS will have attained the following:

- Customized Qualitative Service Review instrument (QA Protocol and working papers).
- A set of 36 trained Los Angeles County Case Reviewers who have been trained in conducting QSR, 12 of whom will have attained an agreed upon level of competency ("certified") to conduct QSR reviews and mentor other reviewers.
- A QSR pilot test (1 Regional Office) and initiation of the QSR roll out plan (2 regional offices).
- A QSR database management system – File Maker Pro database to capture the QA review results along with Delta Graphing report writer – to produce QSR reports on outcomes; the findings from the first three (3) reviews will be prepared and issued.
- 12 designated Los Angeles County Staff who is trained in data entry for the QSR database.
- 3 designated Los Angeles County Staff who is trained to manage the QSR database management system.
- Los Angeles County DCFS will be positioned to complete the QSR reviews for the remaining 15 regional offices and issue findings and a final report by December 15, 2012, in compliance with the requirement of the Katie A

Lawsuit; Los Angeles County DCFS will have the capacity to complete QSR reviews on all 18 Regional Offices every two years thereafter.

8.0 SCOPE OF WORK

8.1 All Contractor Employees/Independent Contractors performing Case Reviews will at all time be accompanied by County of Los Angeles DCFS Personnel.

8.2 Prepare and conduct an initial series of awareness presentations and discussions with key stakeholders to prepare for the QSR process.

- 8.2.1 Executive Team Meeting – this meeting will focus on essential knowledge and performance expectations for high-level leaders in using QSR findings to lead positive practice changes and to build practice capacities within the organization.
- 8.2.2 Regional Administrators – this meeting will cover many details about what regional offices do to participate in QSR activities and how managers and staff use QSR findings to strengthen practice and improve results.
- 8.2.3 Steering Committee – this meeting will focus on the protocol designed and used to measure practice performance and its connection to the DCFS "practice model".
- 8.2.4 IT Staff – this meeting will focus on the database management plan and software that will be used to support QSR data management and results presentation sessions.

8.3 Advance Preparation for Design Team Meeting – Gather information from meeting with the 4 groups of DCFS employees and prepare for Design team meeting.

8.4 Design Team Meeting – Select number of DCFS employees from prior meetings (Executive Team, Regional Administrator, Steering Committee, and IT Staff) to discuss overview of QSR, performance indicators, etc.

8.5 HSO to design working draft of DCFS QSR – Following the on-site design team meeting, HSO will develop a draft of QSR case-based protocol reflecting the recommendations of the design team.

8.6 DCFS Program Manager and QSR Review Team to review and provide feedback, changes to QSR Draft. HSO will input edits to QSR Draft and deliver QSR Pilot Test version and Roll up Sheet/Questions.

8.7 2-Day QSR Pilot Training – A 12 to 14-hour classroom training program that is completed as a prerequisite to participation in fieldwork as a reviewer candidate.

8.8 QSR Pilot – This small scale trial is used to test how well the case review protocol works when used by experienced reviewers.

8.9 QSR Oral Debriefing – The team leader will facilitate a reviewer debriefing at week's end to identify needs for further protocol refinement and database modification.

8.10 QSR Pilot Sum Up Session – Conducted on the morning of the last day of the pilot test week. A brief data summary of pilot test findings, including brief written summaries of the 12 case reviews, will be provided to the DCFS Project Manager.

8.11 Edits and Updates to DCFS QSR Protocol and Database – Following the pilot test, HSO will make necessary refinements to the QSR Protocol and to the related working papers.

8.12 Begin DCFS Roll Out Phase – Following the revision of QSR tools and processes, HSO will modify the training program and related materials to prepare for Roll Out.

8.13 Implementation – A two day classroom-based training program will be provided for 12 QSR training candidates.

8.14 Roll Out – Implementation Case Review, this first rollout review is used to demonstrate how the review protocol and processes works when used in a regular sequence of planned data gathering, feedback, participant learning, and planning events.

8.15 Roll Out Oral Case Review Debriefing - The team leader will facilitate a reviewer debriefing at week's end to identify needs for further protocol refinement and database modification.

8.16 Roll Out (Sum up Session) – A brief data summary of the first roll-out findings including brief written summaries of the 12 case reviews will be provided to DCFS Project Manager.

8.17 Second Roll Out – A two day classroom-based training program will be provided for another 12 QSR candidates.

8.18 2-day QSR Database Management Training – This two day training will include hands-on classroom training plus 25 hours of post-training technical support by telephone as DCFS staff assume the data support functions for QSR.

8.19 Completion of Transition to QSR Database Management from HSO to DCFS

8.20 Technical Support from HSO to DCFS on both QSR implementation and the Database. Off-site Technical support will be provided by HSO aimed at helping DCFS staff succeed in the implementation, integration, and effective use of QSR tools and processes in measuring practice and improving results.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	ESTIMATED COMPLETION DATE	COMPLIANCE MONITORING METHOD
1.	Conduct Executive Leadership Meeting to train and educate the following groups on QSR practices that lead to positive practice changes. 1. DCFS Executive Team 2. Regional Administrator 3. Practice Champs / Steering Committee 4. Los Angeles County Information Technology Staff	Completion of each meeting.	The performance target is a 100% Standard.	February 2, 2010	The method of monitoring compliance will be: • Schedule of Meeting • Agenda • (1) copy of material or handout • Sign-in sheet.
2.	Design Team Meeting - DCFS employees from each of the previous groups (Executive team, RA, Steering Committee, IT) to discuss overview of QSR and the performance indicators.	Completion of meeting.	The performance target is a 100% Standard.	February 24, 2010	The method of monitoring compliance will be: • Schedule of Meeting • Agenda • (1) copy of material or handout Sign-in sheet
3.	Develop working draft of DCFS QSR	Deliver draft of DCFS' QSR Protocol in electronic (CD-Rom & Email) and Hard Copy format to the CPM.	The performance target is a 100% Standard.	March 31, 2010	Receipts signed by DCFS CPM confirming receipt of both electronic and hard copy of QSR Draft.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	ESTIMATED COMPLETION DATE	COMPLIANCE MONITORING METHOD
4.	Incorporate DCFS' edits to QSR draft and deliver QSR pilot test version, Roll up sheets, and questions.	Deliver revised draft of DCFS' QSR Protocol in electronic (CD-Rom & Email) and Hard Copy format.	The performance target is a 100% Standard.	May 14, 2010	Receipts signed by DCFS CPM confirming receipt of both electronic and hard copy of QSR Draft.
5.	Conduct 2 day QSR Pilot Training	Completion of Training	The performance target is a 100% Standard.	June 25, 2010	The method of monitoring compliance will be: • Schedule of Meeting • Agenda • (1) copy of material or handout • Sign in sheet
6.	Conduct QSR Pilot (Case Reviews)	Completion of 12 Case Reviews	The performance target is a 100% Standard.	July 1, 2010	Individual written summary reports of each case review by HSO reviewer. Summary Reports should have Case #, Title of Interviewee, and Results/findings
7.	Conduct QSR Pilot Oral Debriefing	Completion of Meeting	The performance target is a 100% Standard.	July 1, 2010	Sign in Sheet
8.	Conduct QSR Pilot Sum Up session	Completion of Meeting	The performance target is a 100% Standard.	July 2, 2010	Sign in Sheet
9.	Perform Edits and Updates to DCFS QSR Protocol and Database.	Deliver Final product of DCFS' QSR Protocol in electronic (CD-Rom & Email) and Hard Copy format.	The performance target is a 100% Standard.	August 5, 2010	Receipts signed by DCFS confirming receipt of both electronic and hard copy of QSR Draft.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	ESTIMATED COMPLETION DATE	COMPLIANCE MONITORING METHOD
10.	Conduct 2 day Case Review Training	Completion of Training	The performance target is a 100% Standard.	August 6, 2010	The method of monitoring compliance will be: • Schedule of Meeting • Agenda • (1) copy of material or handout Sign in sheet
11.	Conduct Roll Out for Implementation Case Review	Completion of 12 case reviews	The performance target is a 100% Standard.	August 12, 2010	Individual written summary reports of each case review by HSO reviewer. Summary Reports should have Case #, Title of Interviewee, and Results/findings
12.	Conduct Roll Out for Oral Case Review debriefing	Completion of Meeting	The performance target is a 100% Standard.	August 13, 2010	Sign in Sheet
13.	Conduct Roll Out for Sum up session	Completion of Meeting	The performance target is a 100% Standard.	August 13, 2010	Sign in Sheet
14.	Conduct 2nd – 2 day Case Review Training	Completion of Training	The performance target is a 100% Standard.	October 15, 2010	The method of monitoring compliance will be: • Schedule of Meeting • Agenda • (1) copy of material or handout Sign in sheet

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	ESTIMATED COMPLETION DATE	COMPLIANCE MONITORING METHOD
15.	Conduct 2 day QSR Database Management Training	Completion of Training	The performance target is a 100% Standard.	October 15, 2010	The method of monitoring compliance will be: • Schedule of Meeting • Agenda • (1) copy of material or handout • Sign in sheet
16.	Provide technical support on both QSR implementation and the database.	Based on questions or problems from CPM, QSR Case Reviewer, and QSR data entry personnel and the resolution from HSO's instructions.	Response to questions from DCFS in 4 business days.	December 31, 2010	Emails to DCFS and Program Manager's input.

Project Pricing Schedule
QSR Scope of Work & Pricing

Deliverables and Prices

A listing of proposed deliverables, prices, and timeframes is provided below. These prices are based on HSO's usual and customary fees and best estimates of expenses incurred (e.g., airfares, car rental rates, lodging).

Deliverables & Billing Dates	Prices
1. Advance Preparation for and Delivery of On-site Leadership Orientation Meetings – January 2010	$12,000
2. Advance Preparation for and Conduct of On-site QSR Design Team Process – February 2010	$21,750
3. Drafting of QSR Protocol, Technical Review/Revision of Draft Protocol, Database Development – May 2010	$19,500
4. Advance Preparation for & Delivery of On-site Training to Local Participants for the QSR Pilot Test – June 2010	$12,250
5. Advance Preparation for & On-Site Pilot Testing of the QSR Protocol, Database, Working Papers – June 2010	$76,000
6. Revision of the QSR Protocol and Modification of the Database and Graphic Templates – July 2010	$ 5,000
7. Advance Preparation for and On-site Provision of the First Roll-Out QSR Training – August 2010	$10,000
8. Advance Preparation for and On-site Facilitation of the First Roll-Out QSR Review – August 2010	$86,000
9. Advance Preparation for/On-Site Provision of Training for Another Group of 12 QSR Reviewers–October 2010	$10,000
10. Transfer of Database/Protocol to DFCS, Prep/Provision of Training for DCFS Data Mgt Staff – October 2010	$13,500
11. Advance Preparation for/On-site Team Leader Facilitation of the Second Roll-Out QSR Review–October 2010	$20,000
12. Technical Support for the Transition from HSO-Led to DCFS-Led QSR Reviews – December 2010	$12,000
Total Price for Above Deliverables	**$298,000**

Scope of Work / Project Plan

Submitted by Ray Foster, PhD
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Purpose and Scope of this Proposal

The purpose of this plan is to provide a work scope, schedule, and firm fixed budget to the Los Angeles County Department of Children and Family Services (DCFS) for the development and early use of a performance measurement protocol and process. This process is referred to as the Quality Service Review (QSR). Now used in many service agencies around the country to measure practice and improve results, QSR processes and tools will be introduced, adapted, and used by DCFS for system transformation purposes. Human Systems and Outcomes, Inc. (HSO), the originator of QSR, is offering this plan by request. The QSR goes beyond compliance reviews by examining key areas of case practice that yield outcomes expected of child-serving agencies. QSR measures the status of the focus child and caregiver, the child's progress toward safety and permanency, and practice functions used for the child and caregiver by DCFS frontline staff. QSR results provide useful in-depth information for strengthening frontline practice and building local capacities for providing better practice.

The work scope offered in this plan extends from an initial DCSF leadership orientation step through a design team process to protocol development, technical review, reviewer training, pilot testing, protocol refinement, provision of a database designed for compiling and reporting QSR case review findings, and to early implementation of the QSR review process. Activities include additional reviewer training sessions and technical support and facilitation for QSR case reviews to develop reviewer and team leader capacities for a selected group of DCFS reviewers. This plan builds the capacity of DCFS to internalize its capacity to embrace and use this technology successfully for organizational learning and positive practice changes.

Plan for QSR Protocol Development, Pilot Testing, and Early Implementation Activities

This is a QSR development and capacity-building plan for DCFS staff to gain the ability to use the QSR protocol and process to stimulate and support practice development using the new knowledge gained. It is envisioned that the project may require 12 months to introduce, design, develop, and implement QSR use within DCFS. The planned activities of this work include the following:

1.0 - Advance Preparation for and Delivery of On-Site Leadership Orientation Meetings

1.1 - Prepare and conduct an initial series of awareness presentations and discussions with key stakeholders: leaders, managers, and practice champions to prepare for the QSR process. The roles and contributions of leadership are essential in achieving performance improvement in public systems. QSR is intended to help leaders to learn and to lead practice development and positive system change efforts. This proposal provides for a series of on-site meetings with DCFS leadership to help leaders gain an understanding of how QSR works, how it links to the DCFS practice model, and how to use QSR results to stimulate and support service system change (a leadership responsibility). A senior consultant from HSO will facilitate the orientation sessions. The sessions are designed to build understanding and internal support for using QSR as positive stimulus for practice development. This consultant has had involvement in successful system transformation processes involving similar agencies in other states that used QSR to inform the change process. Four meetings will be conducted during three consecutive days of on-site activities.

1. **Executive Leadership Meeting**. This 90-minute meeting includes key leaders from Director's office and Program Managers. The meeting will focus on essential knowledge and performance expectations for high-level leaders in using QSR findings to lead positive practice changes and to build practice capacities within the organization. The link between agency practice performance, meeting of exit criteria from the lawsuit, and the role of leaders in facilitating change will be emphasized. It is estimated that 40 people will participate in this meeting.

2. **Regional Program Managers Meeting.** Regional administrators will play critical roles in leading positive practice change at the agency's frontline "practice points" – the contact points at which children and families in need interact with the frontline staff and service providers who help families get better, do better, and stay better in keeping the children safe and functioning successfully. The meeting with these operational managers will cover many details about what regional offices do to participate in QSR activities and how managers and staff use QSR findings to strengthen practice and improve results. This meeting will require about 2.5 to 3.0 hours of running time – depending on participants' questions and discussion of various points of interest. It is estimated that 25 people will participate in this meeting.

3. **Quality Assurance Committee/Practice Advisors and Court Panel Member Meeting**. People who have significant leadership roles as "practice champions" in defining, teaching, supervising, measuring, and improving frontline practice and results are the expected participants at this session. This session will focus on the protocol designed and used to measure practice performance and its connection to the DCFS "practice model." This evolving practice model is used to guide the work of frontline staff and service providers in helping children in DCFS care to achieve safety, well-being, and permanency. The practice model defines core practice functions, craft knowledge, tool designs, job roles, and patterns of communication, coordination, and service integration necessary for effective services. There should be a close connection between working training, practice tools, supervision strategies, performance measurement, and feedback elements used to formulate and strengthen practice over time. The effective use of QSR as a guiding explication and measure of practice performance will be explored in this meeting. This meeting will require about 2.5 to 3.0 hours of running time – depending on participants' questions and discussion of various points of interest. It is estimated that 18 people will participate in this meeting.

4. **Information Technology Meeting**. This meeting will focus on the database management plan and software that will be used to support the QSR data management and results presentation sessions. This meeting should require about two hours for about five participants.

HSO will develop special presentations and participant folders of QSR-related materials for each group of meeting attendees. It is estimated that about 90 persons will attend these meetings. Participants at these various meetings will receive folders containing descriptive information about QSR concepts, processes, and tools. These materials will provide instructive examples drawn from other jurisdictions that have been using QSR. DCFS staff will schedule these meetings, invite participants, and provide necessary meeting facilities and equipment (e.g., LCD projector, large screen, extension cord, etc.) to support the presentations. Preparation of presentations and materials and delivery to the groups of participants is planned to occur in January 2010.

2.0 - Advance Preparation for and Conduct of On-Site QSR Design Team Process

2.1 - Provide off-site technical assistance via conference calls to guide local staff in setting up the logistical arrangements for the design and development of the QSR Protocol. Advance preparation tasks by DCFS staff, supported by HSO consultants, that will be necessary include:

- Selection of appropriate design team participants,
- Clarification and description of the DCFS "practice model" on which the QSR protocol will be based,
- Planning and scheduling key activities in the QSR development sequence,
- Planning of the on-site design team process,
- Planning and arranging design team supports (e.g., meeting location, room arrangements, equipment, provisions for working lunches, etc.),
- Preparation and delivery of the materials used by design team participants,
- Coordinating the HSO and DCFS preparation efforts so that the necessary arrangements are completed,
- Planning and scheduling of events following the design team meeting and moving through the technical review, revision and pilot testing sequence,
- Planning the technical review process to be recommended to the design team members in providing review and comment for making revisions to the draft QSR protocol prior to the pilot testing process,
- Identification of selection criteria for candidates to be trained to become QSR reviewers to recommend to the design team for its consideration.

The advance preparation activities will begin on February 2 and conclude on February 22, 2010.

2.2 - Facilitate the on-site design team process requiring 2.5 days and involving 18 design team members. A well-formed working group (18 persons) representing stakeholders in practice development, local practice partners, and end-users of the QSR results will be used to guide the design and use of the protocol and processes being developed. This plan provides for on-site facilitation of a 2.5-day design team activity (with

related materials) covering the design of the QSR protocol to be used in case reviews and the basic processes to be used in local QSR implementation. Practice partners/champions in key areas, such as mental health, special education, or juvenile justice, should be considered for inclusion on this team. All members of this team should plan to be present for the full two-and-a-half days of the design team process. Each day will include a working lunch to maintain flow and continuity and to complete the process within a period of 2.5 days. DCFS staff will select, inform, and invite members of the design team and provide necessary facilities, equipment, and local support for the design effort. The design team activities will commence on February 22 and conclude on February 25, 2010.

3.0 - Drafting of the QSR Protocol, Technical Review and Revision of the Draft Protocol, and Database Development

3.1 - Produce a rough working draft of a QSR Protocol based on requirements and constraints offered by the design team. Following the on-site design team process, HSO staff will develop a rough draft QSR case-based protocol reflecting the recommendations of the design team. Once the working draft is completed, it will be sent as a PDF file to the DCFS Project Manager for distribution to members of the design team for their review and comment. The drafting of the initial version of the QSR protocol will begin on March 1 and conclude on March 31, 2010.

3.2 - Conduct a technical review of draft protocol via conference call. Following delivery of the draft QSR protocol to the DCFS Project Manager by HSO, the project manager will distribute the draft document along with instructions to design team members. Design team members will review the draft QSR protocol and email their comments and edit suggestions to the project manager. The DFCS project manager will compile and reconcile the comments and edit suggestions into a single set of edit recommendations. The listing of comments and edit recommendations will be sent electronically to the HSO Project Director for study. At a mutually convenient time, a technical review conference call will be conducted (may be two to three hours in length). DCFS participants on the call may include the DCFS Project Manager and several members of the design team. HSO staff working on the protocol will participate in the technical review conference call. During the course of this conference call, proposed edits will be discussed and agreed upon.

3.3 - Refine the QSR Protocol following the technical review to make ready for pilot testing. Following the conference call, HSO staff will make refinements to ready the QSR Protocol and process for pilot testing. Once the protocol design is agreed upon, the data collection forms and database will be designed and constructed. The technical review and revision process will run from April 1 to May 14, 2010.

3.4 - Prepare the database design and graphic templates to support the pilot testing of the QSR Protocol. To support the pilot test data analysis and reporting, HSO staff will design a database (using FileMaker Pro software) and test its use during the QSR pilot test activity. The database design and data display templates (using DeltaGraph software) will be produced prior to the pilot test based on the design of the QSR protocol and accompanying data profile sheet. The initial design and development work in the database and data display templates will be performed concurrently with the refinements of the QSR Protocol following the technical review. The development of the database organizer and templates will occur between April 1 and May 31, 2010. Data management and display elements will be used

during the pilot test and refined thereafter, based on the pilot test experience and recommendations of end-users.

4.0 – Advance Preparation for and Delivery of On-Site Training to Local Participants for the QSR Pilot Test

4.1 - Prepare for and provide a two-day on-site training session for 12 local QSR participants by one HSO senior consultant/trainer. An early goal in QSR efforts is beginning the development of a pool of local reviewers who can conduct case review activities using the protocol. Developing QSR reviewers takes several steps to accomplish. The first step involves a 12-14 hour classroom-training program (including a simulation-based case review and role play activities) that is completed as a prerequisite to participation in fieldwork as a reviewer candidate. Folders of training materials will be provided for each trainee. The second step involves shadowing an out-of-state experienced reviewer/mentor for a QSR case review to observe the inquiry process firsthand. [The first shadowing opportunities will occur during the pilot test and continue with successive reviews.] The initial shadowing experience is then followed by a second case review in which the trainee takes the lead while being coached and mentored by the same certified review/mentor.

Planned activities include a two-day classroom training of a small group (12 persons) of local participants, up to six of whom will be paired with certified QSR reviewers for continued field-based training during the pilot test. The training preparation and delivery sequence of activities will begin on May 10, 2010, and conclude with the initial training event on June 4, 2010. Two subsequent two-day classroom-training events will be provided under this plan. DCFS staff will assist in securing necessary training facilities, equipment, and supports. This will include assistance with working lunches for trainees on each day. DCFS staff will select, invite, provide release time, and notify trainees of the times and places at which training and review events will occur.

5.0 - Advance Preparation for and On-Site Pilot Testing of the QSR Protocol, Database, and Working Papers

5.1 - Provide on- and off-site technical assistance to local staff in setting up the logistical arrangements for conducting the initial pilot test. Advance preparation tasks by DCFS staff, supported by HSO consultants, that will be necessary include:

- Selection of a ready, capable, and receptive pilot test site [one of the 18 field offices],
- Design of a sampling strategy to be used for the pilot test and early field use [12 cases for the pilot test],
- Selection of the sample and securing of informed consents from participating children and their caregivers,
- Training and guidance in the logistics of setting up the case review process for the pilot test,
- Development of a next-step action strategy that local site/program managers will use to put QSR results to work in practice development,
- Scheduling interviews for the review,
- Development of case folders for assignment to reviewers for each case,
- Preparation of a master schedule for the pilot test review beginning 10 weeks before the pilot test event,

- Preparation of local participants for the QSR review and how to make use of results for practice development and capacity-building purposes.

Advance preparation tasks begin before the initial design team process and will be conducted at key points in the development and deployment sequences. A combination of technical assistance strategies will be used to assist LA County staff to prepare for key steps in the development process. Advance preparation for the QSR pilot test will begin on April 1, 2010 and conclude on June 4, 2010 – just prior to the pilot test event.

HSO will provide instruction, example organizing tools and forms, and technical advice to DCFS's designated QSR coordinator who will select a sample of cases at a local site, work with the local staff to arrange interviews, and provide logistical support for the pilot test activities. HSO will provide a QSR team leader to facilitate the various on-site activities (team orientation, case debriefings, focus group interviews, grand-rounds sessions, and a sum-up session at week's end). DCFS staff will take responsibility for site selection, securing local reviewers who will participate in the training, securing informed consents, preparing logistic plans for the pilot test, preparing case review schedules with interviews for each of 12 pilot test cases, providing team meeting and support arrangements for the pilot test, and organizing local participants for case feedback, grand-rounds, and the Friday sum-up sessions (all planned activities that are part of the QSR review process that will be demonstrated and pilot tested during this review).

5.2 - Conduct an on-site QSR Pilot Test Review using 12 cases. HSO will provide a team leader/process facilitator and six mentors/case review trainers to begin building LA County's reviewer pool during the pilot test event. A key step in the process of building a new QSR protocol and review process involves protocol users gaining experience with their actual use under real world conditions. This small-scale trial is used to test how well the case review protocol works when used by experienced reviewers at the "practice points" in service delivery – the lives of children and families receiving services. A pilot test is planned that will involve 12 current ongoing service cases. Out-of-state QSR mentor reviewers will continue the post-classroom training sequence for local trainees.

HSO staff will develop the database management routines, reporting formats, and graphic display templates [see 3.4 above]. During the pilot test week, HSO staff will process the pilot test data and provide quantitative descriptive reports that will be used by the team leader at the sum-up session to share protocol-based findings with review team members and local participants. The team leader will facilitate a reviewer debriefing at week's end to identify needs for further protocol refinement and database modification. The sum-up session will be conducted during the morning of the last day of the pilot test week – June 11, 2010. A brief data summary of pilot test findings, including brief written summaries of the 12 case reviews, will be provided to the DCFS Project Managers no later than June 30, 2010.

<u>6.0 - Revision of the QSR Protocol and Modification of the Database and Graphic Templates</u>

6.1 - Following the pilot test, HSO staff will make necessary refinements to the QSR Protocol and to the related working papers. These revisions will reflect the experience gained during the pilot test and use of new knowledge produced by key users. The revisions will be made between June 14, 2010 (following the pilot test) and July 16, 2010.

6.2 - Following the pilot test, HSO staff will make necessary refinements to the QSR database management design and graphic templates. These revisions will reflect the experience gained during the pilot test and use of new knowledge produced by key users. The revisions will be made between June 14, 2010 (following the pilot test) and July 16, 2010.

Completion of these final refinements and modifications will be necessary before the roll-out of the QSR process following the pilot testing stage.

7.0 - Advance Preparation for and On-Site Provision of the First Roll-Out QSR Training

7.1 - Following the revision of QSR tools and processes, HSO will modify the training program and related materials and prepare for the first two additional QSR classroom training events leading to the First Roll-Out of the QSR process as a system transformation initiative. Necessary modifications instructional strategies, simulations, and training wares will be undertaken beginning on June 15, 2010 and completed by July 16, 2010. This timeline will provide for the completion of the training design, production and printing of training wares, and shipment of materials for arrival at DCFS by August 2, 2010.

7.2 - HSO will conduct the first of two on-site QSR Roll-Out classroom-based training events -- to be followed by the First Roll-Out QSR Review using out-of state QSR mentors for developing local reviewers. A two-day classroom-based training program will be provided for 12 QSR training candidates – at least six of whom will participate in the shadowing and mentored review experience during the First QSR Roll-Out. This training event will be conducted on-site at a facility to be provided by DCFS on August 5-6, 2010. DCFS staff will assist in securing necessary training facilities, equipment, and supports. This will include assistance with working lunches for trainees on each day. DCFS staff will select, invite, provide release time, and notify trainees of the times and places at which training and review events will occur.

8.0 - Advance Preparation for and On-site Facilitation of the First Roll-Out QSR Review

8.1 - Provide off-site technical assistance to local staff in setting up the logistical arrangements for conducting the First Roll-Out QSR Review. Advance preparation tasks by DCFS staff, supported by HSO consultants, that will be necessary for the First QSR Roll-Out Review include:

- Selection of a ready, capable, and receptive First Roll-Out QSR Review site [another one of the 18 field offices],
- Design of a sampling strategy to be used for First Roll-Out QSR Review [another 12 case sample is recommended],
- Selection of the sample and securing of informed consents from participating children and their caregivers,
- Training and guidance in the logistics of setting up the case review process for the roll-out,
- Development of a next-step action strategy that local site/program managers will use to put QSR results to work in practice development,
- Scheduling interviews for the review,
- Development of case folders for assignment to reviewers for each case,

- Preparation of a master schedule for the pilot test review beginning 10 weeks before the QSR event,
- Preparation of local participants for the QSR review and how to make use of results for practice development and capacity-building purposes.

Advance preparation tasks begin upon conclusion of the pilot test to begin the sequence of steps necessary to be ready for the First Roll-Out QSR Review to be conducted during the week of August 9-13, 2010. HSO will provide technical assistance to DCFS undertaking the preparation at key points in the sequence. A combination of technical assistance strategies will be used to assist DCFS staff to prepare for key steps in the QSR readiness process. Advance preparation for the QSR pilot test will begin on June 11, 2010 and conclude on August 6, 2010 – just prior to the pilot test event.

HSO will provide technical advice, example organizing tools and forms, and on-call telephonic support to DCFS's designated QSR coordinator and staff who will select a sample of cases at a local site, work with the local staff to arrange interviews, and provide logistical support for the First Roll-Out QSR Review. DCFS staff will take responsibility for site selection, securing local reviewers who will participate in the training, securing informed consents, preparing logistic plans for the initial roll-out, preparing case review schedules with interviews for each of 12 cases to be reviewed, providing team meeting and support arrangements for the review, and organizing local participants for case feedback, grand-rounds, and the Friday sum-up sessions (all planned activities that are part of the QSR review process that will be planned in advance and conducted during week of review).

8.2 - Conduct the First Roll-Out QSR Review using 12 cases. HSO will provide a team leader/process facilitator and six mentor/case review trainers to continue building DCFS's reviewer pool during the first roll-out review. This first roll-out review is used to demonstrate how the review protocol and process works when used in a regular sequence of planned data gathering, feedback, participant learning, and planning events. The First Roll-Out QSR Review will involve 12 current ongoing service cases. Out-of-state QSR mentor reviewers will continue the post-classroom training sequence for local trainees. The review week for the first roll-out will be August 9-13, 2010.

HSO staff will enter the case review data and manage the database management routines, reporting formats, and graphic display templates for the First Roll-Out QSR Review. During the review week, HSO staff will process the case review data and provide quantitative descriptive reports that will be used by the team leader at the sum-up session to share protocol-based findings with review team members and local participants. The sum-up session will be conducted during the morning of the last day of the review week – August 13, 2010. A brief data summary of the first roll-out findings including brief written summaries of the 12 case reviews will be provided to the DCFS Project Managers no later than August 31, 2010.

<u>9.0 - Advance Preparation for and On-Site Provision of Training for Another Group of 12 QSR Reviewers</u>

9.2 - HSO will prepare the QSR training program, produce, and ship training materials in order to prepare the next two-day QSR classroom-training event preceding the Second Roll-Out of the QSR process. HSO will prepare and ship training materials to

DCFS for on-site training of another 12 QSR candidates. The materials will be shipped to arrive no later than October 11, 2010.

9.3 - HSO will conduct the second of two on-site QSR Roll-Out classroom-based training events -- to be followed by the Second Roll-Out QSR Review using local reviewers. A two-day classroom-based training program will be provided for 12 QSR training candidates – at least six of whom will participate in the review shadowing and mentoring experience during the Second QSR Roll-Out. This training event will be conducted on-site at a facility to be provided by DCFS on October 14-15, 2010. DCFS staff will assist in securing necessary training facilities, equipment, and supports. This will include assistance with working lunches for trainees on each day. DCFS staff will select, invite, provide release time, and notify trainees of the times and places at which training and review events will occur.

10.0 - Transfer of Database and QSR Protocol to DCFS Staff, Advance Preparation for and Provision of Training for DCFS Data Management Staff

10.1 - HSO will prepare and deliver QSR tools and working papers. Following completion of the First Roll-Out Review, HSO will deliver camera-ready hard and electronic copies of the protocol, working papers, and database-related products to DCFS; purchase FileMaker Pro and DeltaGraph software applications for DCFS, if needed [using a separate purchase order if needed]; transfer database; and provide graph templates. DCFS will produce copies of the QSR tools and working papers for use during the Second QSR Roll-out Review and subsequent reviews. The camera-ready hard and electronic copies of the protocol and working papers will be provided to DFCS by September 13, 2010 for DFCS to copy for the Second QSR Roll-Out Review. The database-related products will be transferred prior to the on-site training October 14-15, 2010.

10.2 – HSO will issue a site license to DCFS for use of HSO's intellectual property in the QSR version adapted for DCFS. At this point, HSO will grant a **one-time, perpetual use site license** for DCFS use of HSO's intellectual property in QSR. A site license fee for use of all materials is included in the budget as a one-time fee that will allow the use of all developed materials for quality assurance and practice development purposes and is detailed below. This will take place concurrently with transfer of camera-ready hard and electronic copies of the protocol and working papers. The provisions of the site license are detailed as follows:

Ownership of Work Product

a. Intellectual Property Ownership of the Quality Service Review and Related Materials. HSO holds a copyright to the *Quality Service Review Protocol* (Certificate of Registration TX 6-938-671). DCFS acknowledges and agrees that the QSR Protocol, in all of its related formats and working papers, are the intellectual property of HSO, representing more than 20 years of development, refinement, and use by numerous public and private agencies across the nation. DCFS may not copyright, patent, trademark, or claim ownership of the QSR name, methodology, or any of its related working materials, i.e., review protocols, data forms, job aids, training materials, technical descriptions, and marketing information (collectively referred to as the "QSR Materials").

b. Licensure of the QSR Materials. HSO will grant LA County DCFS a site license for

the adaptation and use of QSR materials for evaluation of services provided to children and families served in DCFS programs operating throughout the county. The site license will remain in effect for as long as DCFS uses QSR processes and related materials. DCFS may prepare derivative works based on the QSR materials. DCFS may reproduce and disseminate (including dissemination in print and electronic formats via DCFS intranet) all forms and versions of QSR materials (including DCFS-prepared derivative works) that have been adapted for use by DCFS as often and for as long as DCFS elects to use its versions of QSR materials for evaluation and advancement of practices and results. DCFS may not:

1.0 copyright, patent, or trademark the QSR name, methodology, or any related working materials;
2.0 sell said materials for profit, but may recover the cost of printing and handling, when necessary;
3.0 disseminate said materials outside Los Angeles County without obtaining prior written consent from a director of Human Systems and Outcomes, Inc.

Further adaptations of QSR materials secured under an agreement with DCFS are covered under this site license and may be used by DCFS under the above terms and conditions. All adaptations of QSR materials specified in an agreement are available for countywide use by DCFS under this site license in perpetuity. It is recognized and agreed to by all parties that this license will operate successfully in providing fair use by DCFS of all QSR protocols and materials and will continue to be used during and after the period of this contract. HSO further grants to DCFS the right under the site license to integrate any portion or all of the QSR materials to the extent DCFS deems necessary into any internal software, process, or other DCFS system, subject to the restrictions above.

c. Ownership of Other Work Products. DCFS owns all work products not covered above that are developed or furnished in connection with a contract by HSO and any subcontractors. Such work products include databases containing data collected during on-site QSR reviews, review reports, PowerPoint presentations of QSR findings, local site plans, and other materials. All non-QSR working papers generated by use of QSR materials are and shall remain property of DCFS.

10.3 - HSO staff will work with DCFS staff to identify essential transition tasks, prepare training materials, and train DCFS staff for the successful transfer of the QSR database and graphic templates for ongoing DCFS use. A necessary capacity for DCFS to build is that of managing the database and quantitative reporting tasks to support the QSR review and practice development processes. HSO will prepare a training program off-site and then will provide on-site training for up to three DCFS staff to enable those staff to transfer the QSR database and assume the data entry, management, and reporting functions beginning with the Second QSR Roll-Out Review. The training will include two days of hands-on classroom training plus up to 25 hours of post-training technical support by telephone (see 12.0) as DCFS staff members assume the data support functions for QSR. This sequence of activities will begin on September 13, 2010 and conclude on October 15, 2010. DCFS will secure and install the FileMakerPro and DeltaGraph software programs and site licenses for installation on at least three laptop computers prior to the training session conducted by HSO staff on-site at DCFS. DCFS will provide up to three qualified staff to participate in the training to be conducted on October 14-15, 2010. DCFS staff then will assume responsibilities for the

data entry, database management, reporting, and preparation of graphic displays for use during the QSR sum-up session on Friday, October 22, 2010.

At this point, DCFS will have: (1) a working QSR Protocol with related working papers, (2) a growing pool of local persons who have received two days of classroom training and five days of practical fieldwork experience, (3) an example sum-up presentation model along with a PowerPoint presentation, a quantitative data summary, and written case summaries that illustrate the process, (4) a database design (loaded with the pilot test and subsequent review cases) with a report generation structure and templates for graphic displays of data, (5) a group of persons moving through the training and certification sequence to become DCFS's initial QSR reviewer pool and a wider interest group who are becoming aware of the agency's QSR initiative, some of whom will volunteer to be future trainees and review participants.

11.0 - Advance Preparation for and On-Site Team Leader Facilitation of the Second Roll-Out QSR Review

11.1 - Provide off-site technical assistance to local staff in setting up the logistical arrangements for conducting the Second Roll-Out QSR Review. Advance preparation tasks by DCFS staff, supported by HSO consultants, that will be necessary for the Second QSR Roll-Out include:

- Selection of a ready, capable, and receptive Second Roll-Out QSR Review site [another one of the 18 field offices],
- Design of a sampling strategy to be used for the Second Roll-Out QSR Review [a sample ranging from 12 to 24 cases could be planned for this event],
- Selection of the sample and securing of informed consents from participating children and their caregivers,
- Training and guidance in the logistics of setting up the case review process for the roll-out,
- Development of a next-step action strategy that local site/program managers will use to put QSR results to work in practice development,
- Scheduling interviews for the case reviews,
- Development of case folders for assignment to reviewers for each case,
- Preparation of a master schedule for the roll-out review beginning 10 weeks before the QSR event,
- Preparation of local participants for the QSR review and how to make use of results for practice development and capacity-building purposes.

Advance preparation tasks begin upon conclusion of the First Roll-Out QSR Review to begin the sequence of steps necessary to be ready for the Second Roll-Out QSR Review to be conducted during the week of October 18-22, 2010. HSO will provide technical assistance to DCFS undertaking the preparation at key points in the sequence. A combination of technical assistance strategies will be used to assist DCFS staff to prepare for key steps in the QSR readiness process. Advance preparation for the Second Roll-Out QSR Review will begin on August 23, 2010 and conclude on October 15, 2010 – just prior to the second roll-out event.

HSO will provide technical advice, example organizing tools and forms, and on-call telephonic support to DCFS's designated QSR coordinator and staff who will select a sample of cases at a local site, work with the local staff to arrange interviews, and provide logistical

support for the Second Roll-Out QSR Review. DCFS staff will take responsibility for site selection, securing local reviewers who will participate in the training, securing informed consents, preparing logistic plans for the initial roll-out, preparing case review schedules with interviews for each of 12-24 cases to be reviewed, providing team meeting and support arrangements for the review, and organizing local participants for case feedback, grand-rounds, and the Friday sum-up sessions (all planned activities that are part of the QSR review process that will be planned in advance and conducted during week of review).

11.2 - Conduct the Second Roll-Out QSR Review using 12-24 cases. HSO will provide a team leader/process facilitator for the Second Roll-Out QSR Review. No additional out-of-state QSR mentors are provided under this work agreement and budget to continue building DCFS's reviewer pool. It is anticipated that DCFS will have reviewers available to guide and support newly trained QSR reviewers as they move through the shadowing and mentoring processes. If DCFS later determines that further out-of-state mentors will be beneficial to extend the capacity-building process, HSO will agree to provide mentors – given additional spending authority and a budget to do so. The Second Roll-Out QSR Review is envisioned to be the transition point at which DCFS assumes responsibilities for providing the review materials and trained local QSR reviewers and takes over the management of the QSR database with timely provision of data products to support the sum-up session at the conclusion of the second roll-out review. The Second Roll-Out QSR Review will be conducted over the week of October 18-22, 2010.

12.0 – Technical Support for the Transition from HSO-Led to DCFS-Led QSR Reviews

12.1 - Provide off-site technical assistance to DCFS QSR staff in planning and managing the logistical arrangements and organization for conducting the successive Roll-Out QSR Reviews. The full transition from HSO-led to DCFS-led QSR Reviews is expected to occur over the time extending from the completion of the Second Roll-Out QSR Review to the end of the calendar year. This will be a continued transitional time for DCFS QSR staff during which new experiences will be gained, unanticipated problems will arise and require solutions, and technical support will be necessary for the successful transfer of the QSR process to DCFS staff. During this time period, off-site technical support will be provided by HSO staff aimed at helping DCFS staff succeed in the implementation, integration, and effective use of QSR tools and processes in measuring practice and improving results. This includes up to 25 hours of post-training technical support by telephone as DCFS staff members assume the data support functions for QSR.

Contact Information

The contact person for this proposal is:

Ray Foster, Ph.D., Director
Human Systems and Outcomes, Inc.
2107 Delta Way
Tallahassee, Florida 32303-4224

Email: fosterray@aol.com
Cell Phone: 850.212.3903
HSO Office Phone: 850.422.8900
HSO Office Fax: 850.422.8487

Sample Invoice

County of Los Angeles Department of Children and Family Services
425 Shatto Place, Los Angeles, California 90220

Provider Name and Address

Human Systems and Outcomes, Inc.
2107 Delta Way
Tallahassee, FL 32304-4224

Invoice # 001
Contract Period: 01/12/10 to 12/31/10
Period Covered This Report: 02/01/10-02/28/10

Contracted Services - Contract #123456				Service Delivered This Period	
Service Units	Due Date	# of Units	$ Amount	# of Units	$ Amount
Deliverable #1	2/1/2010	1	$ 5,000.00	1	$ 5,000.00
Deliverable #2	2/5/2010	1	$ 7,500.00	1	$ 7,500.00
Deliverable #3	2/9/2010	1	$ 10,000.00	1	$ 10,000.00
Deliverable #4	2/16/2010	1	$ 15,000.00		Not Delivered
Deliverable #5	2/22/2010	1	$ 10,000.00	1	$ 10,000.00
Deliverable #6	2/28/2010	1	$ 5,000.00	1	$ 5,000.00
Total Claimed this invoice					$ 37,500.00

SAMPLE INVOICE

PROVIDER CERTIFICATION: I certify that the above report is true and correct reflection on this period's activities, and that the services and deliverables related to the above referenced contract have been properly submitted to the Program Manager or are enclosed herein. Documentation supporting this report is on file in my office.

Signature of Provider Agency Official Date

Typed or Printed Name: Ray E. Foster

Phone Number: (850) 422-8900

For County of Los Angeles Department of Children and Family Services Use Only

Received At DCFS:
Deliverable Acceptable: ( ) Yes ( ) No

Programmatic Staff Signature Date

Invoice Acceptable and Certified for Payment:
( ) Yes ( ) No

Grants and Contracts Manager Signature Date

Data Entry:	Payment:
Account:	Check Number:
Amount:	Amount:
Date Entered:	Date Issued:
By:	By:

County of Los Angeles
Department of Children and Family Services

EXHIBIT B: ATTACHMENTS

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Human Systems + Outcomes, Inc.
Contractor's Name

2107 Delta Way, Tallahassee, FL 32303-4224
Address

59-3336313
Internal Revenue Service Employer Identification Number

GENERAL

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

CONTRACTOR'S CERTIFICATION

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

Human Systems + Outcomes, Inc.
Name of Firm

Ray E. Foster, Director
Print Name and Title

Authorized Signature

11/24/09
Date

ATTACHMENT B

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: Corporation
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 4

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White	2		2
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male	2		
Female			2

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

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	100 %
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

NO.

M W D DV

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Ray E. Foster

AUTHORIZED SIGNATURE

11/24/09

DATE

Ray E. Foster, Director, Human Systems + Outcomes, Inc.

Name / Title / Name of Company or Organization

ATTACHMENT C-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Human Systems + Outcomes, Inc.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: 11 / 24 / 09

PRINTED NAME: Ray E. Foster

POSITION: Director

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Human Systems + Outcomes, Inc. Contract No._____

Employee Name Ray E. Foster

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Ray E. Foster DATE: 11 / 24 / 09

PRINTED NAME: Ray E. Foster

POSITION: Director

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Human Systems + Outcomes, Inc. Contract No._____

Employee Name Jane S. Wolfarth

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Jane S. Wolfarth DATE: 11 / 24 / 09

PRINTED NAME: Jane S. Wolfarth

POSITION: Office Manager

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Human Systems + Outcomes, Inc. Contract No._____

Employee Name Janet B. Black

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Janet B. Black DATE: 11/24/09

PRINTED NAME: Janet B. Black

POSITION: Data Management

ATTACHMENT D

CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County within 60 days of the Non-Employee's start date with the Contractor's executed Contract.)

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT E

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2008 are less than $41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

ATTACHMENT F

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

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

Company Name: Human Systems + Outcomes, Inc.		
Company Address: 2107 Delta Way		
City: Tallahassee	State: FL	Zip Code: 32303-4224
Telephone Number: 850-422-8900		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name: Ray E. Foster	Title: Director
Signature:	Date: 11/24/09

ATTACHMENT F

"Contractor Employee Jury Service"

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

ATTACHMENT F

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

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

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

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

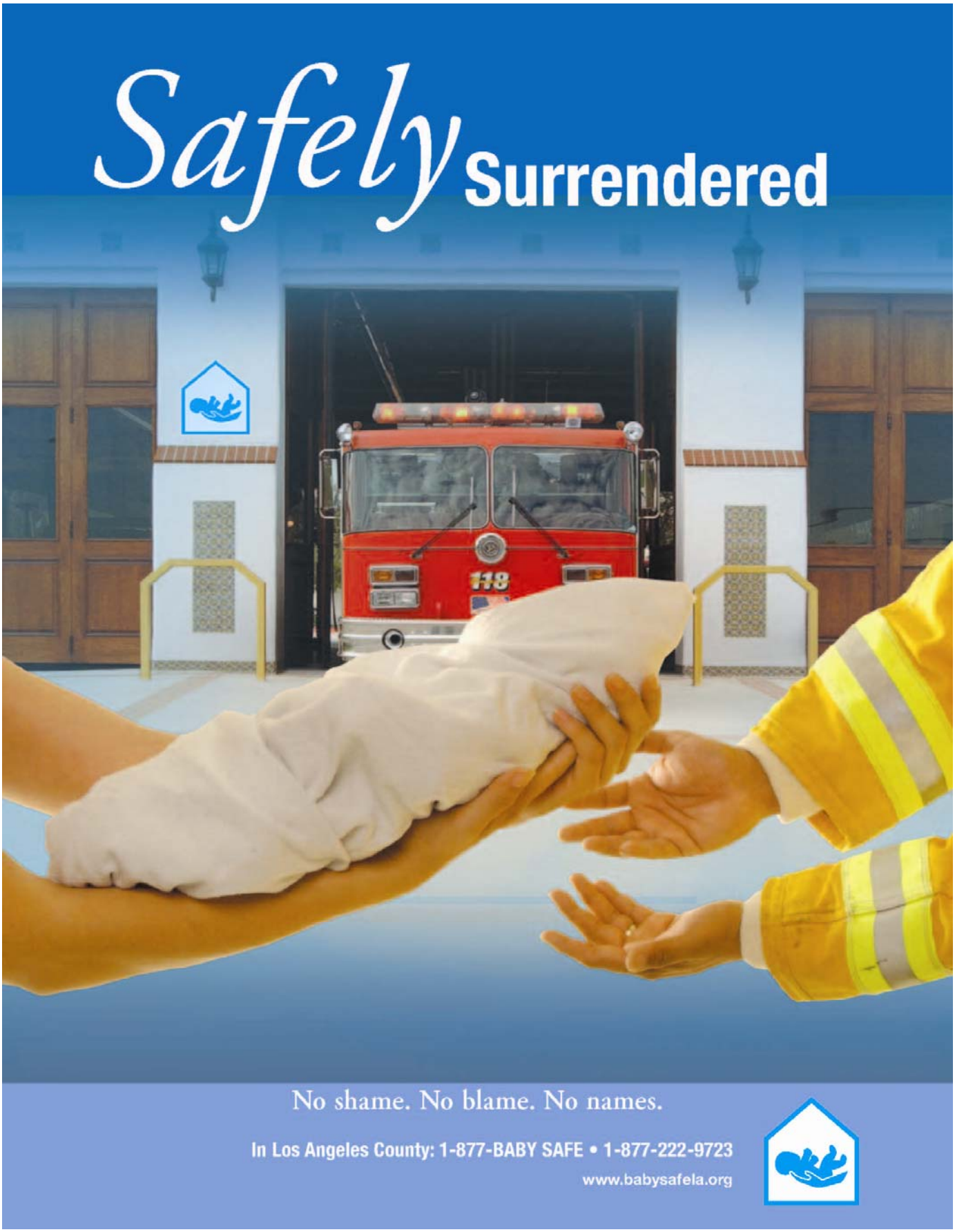
ATTACHMENT G

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

ATTACHMENT G



ATTACHMENT G

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

ATTACHMENT G

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ATTACHMENT H

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Human Systems + Outcomes, Inc.
CONTRACT NO.

CONTRACTOR'S PROGRAM DIRECTOR:

Name: Ray E. Foster
Title: Director
Address: 2107 Delta Way
Tallahassee, FL 32303-4224
Telephone: 850-422-8900
Facsimile: 850-422-8487
E-Mail Address: fosterray@aol.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:
Title:
Address: Same as above
Telephone:
Facsimile:
E-Mail Address:

Name:
Title:
Address:
Telephone:
Facsimile:
E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address: Same as above

ATTACHMENT I

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name:	Brian Bruker
Title:	Children's Services Administrator II - Quality Improvement Section
Address:	9320 Telstar Ave. #216
	El Monte, CA 91731
Telephone:	(626) 569-6814
Facsimile:	(626) 572-2367
E-Mail Address:	BrukeB@dcfs.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name:	Brian Bruker
Title:	Children's Services Administrator II - Quality Improvement Section
Address:	9320 Telstar Ave. #216
	El Monte, CA 91731
Telephone:	(626) 569-6814
Facsimile:	(626) 572-2367
E-Mail Address:	BrukeB@dcfs.lacounty.gov

ATTACHMENT J

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Human Systems + Outcomes, Inc.		
Company Address: 2107 Delta Way		
City: Tallahassee	State: FL	Zip Code: 32303-4224
Telephone Number:	Email address: fosterray@aol.com	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

☑ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:
The company is based in Tallahassee, FL, and does not own property in Los Angeles County.

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

Print Name: Ray E. Foster	Title: Director
Signature:	Date: 11/24/09

Date: 11/24/09

ATTACHMENT II

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
✓	➢ **Only one bona fide source for the service exists; performance and price competition are not available.**
	➢ **Quick action is required (emergency situation).**
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.**
	➢ **It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.**
✓	➢ **Other reason. Please explain:** A part of the Katie A. Settlement exit criteria.

Jacqueline A. White
Deputy Chief Executive Officer, CEO

12/16/09
Date

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

PATRICIA S. PLOEHN, LCSW
Director

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

July 17, 2009

To: Supervisor Don Knabe, Chair
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Michael D. Antonovich

From: Susan Kerr for Patricia S. Ploehn, LCSW
Director

NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH HUMAN SYSTEMS AND OUTCOMES, INC.

This is to inform your Board that the Department of Children and Family Services (DCFS) intends to commence negotiations for a sole source contract with Human Systems and Outcomes, Inc. (HSO) on July 31, 2009. HSO is a for-profit management consulting and performance measurement organization that holds the copyright on a Quality Service Review Protocol, titled Quality Service Review for a Child and Family: A Reusable Protocol for Examination of System of Care Services for a Child and Family (QA Tool).

DCFS plans to use the QA Tool to evaluate the effectiveness of its case work practices, a critical component of the Katie A Strategic Plan, and a Katie A Settlement Agreement exit criteria. Incorporated within the Katie A. Advisory Panels' November 17, 2008 report to the Court are the following requirements for the County of Los Angeles: (1) monitor implementation of the Katie A. Plan; (2) approval of the performance indicators previously selected by DCFS and DMH to be tracked; and (3) identification of the Qualitative Service Review (QSR) process as a Settlement Agreement exit criteria.

As stipulated in the November 2008 report, representatives from the County of Los Angeles' Chief Executive Office (CEO), Department of Mental Health (DMH), and DCFS traveled to participate in benchmarking exercises of a Quality Service Review protocol and its installation for utilization throughout the State of Utah. After the November 2008 benchmarking visit, the County's Katie A. team (in consultation) with the Chair of the Katie A. panel, determined the best option is to obtain the QA Tool from HSO for use in measuring the effectiveness of DCFS' Case Work.

This QA Tool is a process based quality measurement instrument utilized to meaningfully measure the effectiveness of current Child Welfare operational systems and their implementation by applicable local governmental agencies. HSO developed this QA Tool

for primary use by local government agencies throughout the nation. Past HSO clients with similar target populations to DCFS are the State of New York Office of Children and Family Service and the New York City Administration of Children Services. HSO has also developed Quality Service Review protocols for several Casey Family Services locations in urban settings similar to those in the County of Los Angeles, i.e. Baltimore, Maryland; Bridgeport, Connecticut; and Portland, Maine.

It appears that if an executed contract is in place by September 1, 2009, based on the Rough Order Magnitude pricing submitted to the County by HSO in March 2009, HSO will be able to develop a quality service instrument that supports the County's Katie A Strategic Plan. This will result with Case Reviews using the new quality measurement tool beginning September 1, 2010.

DCFS will use Katie A. funds to pay for these services with 100% net County cost. An estimate for HSO's consulting design and implementation services is $300,000. Funding for this contract is included in the 2009-2010 Katie A. Budget, which was approved by your Board on June 22, 2009. HSO was identified in the 2009, Katie A. Implementation Plan, Attachment A18 - Project Data Sheet, submitted to your Board by DCFS and DMH on March 27, 2009 (Attached).

The above stated reasons comply with the "Only one bona fide source for the service exists; performance and price competition are not available" category as stipulated in the County's Sole Source Contracting Policy Number 5.100 in the County of Los Angeles, County Code.

The preferred start date for this sole source contract with HSO as detailed in the Katie A. Implementation Plan is September 1, 2009.

If you have any questions or require additional information, please contact me or your staff may contact Armand Montiel, Board Liaison, at (213) 351-5530.

PSP:RML:ec

Attachment (1)

c: Chief Executive Office
Executive Office, Board of Supervisors
Acting County Counsel
Katie A. Panel